



# Indian-Non Judicial Stamp Haryana Government



Date : 08/04/2021

Certificate No. G0H2021D2891



Stamp Duty Paid : ₹ 101

(Rs. Only)

GRN No. 76112447



Penalty : ₹ 0

(Rs. Zero Only)

## Deponent

Name : Mitsubishi Electric India pvt ltd

H.No/Floor : Na

Sector/Ward : Na

Landmark : Na

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 98\*\*\*\*\*62



Purpose : AGREEMENT to be submitted at Concerned office

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

## AGREEMENT

THIS AGREEMENT is made on 30-Sep-2021 between

**Mitsubishi Electric India Private Limited**, a Company incorporated under companies act, 1956, having its Head Office at Global Gateway Tower A, 3rd Floor, MG Road, Near Guru Dronacharya Metro Station Gurgaon, Haryana, 122002 and Registered Office at B1/G3, 4<sup>th</sup> Floor, Mohan Cooperative Industrial Area, Mathura Road, New Delhi-110044.(hereinafter referred to as **MEI** which expression shall unless repugnant to the context and meaning thereof be deemed to mean and include its successors and assigns) of the one part.

AND

**Shri-Vaishnav Vidyapeeth Vishwavidyalaya, Indore** having its Office at Indore-Ujjain Road, Dist. Indore M.P, 453111 and hereinafter referred to as "**SVVV**" (which expression unless repugnant to the context shall mean and include its successors and assigns) of the OTHER PART;

**MEI and SVVV** shall, where the context so requires, be referred to jointly as "Parties" or individually as 'Party'.

*Accepted*

K-T

*Ujjain*

1 *30-Sep-2021*

Initial sign on  
left side of every P

The **MEI** and **SVVV** shall be referred to therein either individually as a party or collectively as parties.

WHEREAS **MEI** has decided to initiate collaboration with educational institutes to spread awareness about automation amongst young Indian engineers and contribute to the Indian market through its products and technologies.

WHEREAS it is agreed between the parties that **MEI** will give Mitsubishi FA Training Equipment as per specifications and features given in **Annexure I & II** (hereinafter referred to as 'Equipment') to **SVVV** for demonstration, learning & training purposes under the following terms and conditions:

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. MEI will supply Equipment with all accessories/attachment amounting to Rs. **29,23,500.00** (Rs. Twenty Nine Lacs Twenty Three Thousand and Five Hundred only) without any consideration. The specification and scope of training equipment is given in **Annexure I & II**.
2. **MEI** will provide necessary programming software for simulation / programming of training equipment. It is agreed that the software will be strictly used only for student training, learning / demonstration within the premises of the **SVVV**. The institute is not allowed to make copy or circulate this software without written consent from **MEI**.
3. **Confidentiality**
  - 3.1 Any and all provisions of this AGREEMENT shall be treated by both parties as confidential and will be disclosed to students, **SVVV** designated staff and representatives of either party only on "need to know" basis and to the extent necessary for the performance of this AGREEMENT. **SVVV** shall not disclose any of the provisions of this AGREEMENT to any third party without the prior written consent of **MEI**.
  - 3.2 **SVVV** shall maintain confidential any and all business and technical information furnished to **MEI** under this AGREEMENT (hereinafter referred to as "Confidential Information"). **SVVV** shall not, without the prior written consent of, in any manner whatsoever disclose or communicate to any third party any Confidential Information.



and MEI shall exert its reasonable efforts to prevent the unauthorized disclosure, communication, or use of such Confidential Information.

3.3 In the event that the disclosure of Confidential Information is required by court order, **SVVV** shall promptly notify MEI of such court order in which disclosure is sought. In the event that it is unable to obtain a protective order, then **SVVV** shall disclose such portion of Confidential Information that is legally required to disclose, provided, however, that it shall use its best efforts to ensure that such Confidential Information will be treated as confidential.

3.4 **SVVV** shall use Confidential Information only for the purpose of this AGREEMENT. Upon the expiration of Term or termination of this AGREEMENT, or upon MEI request, whichever is sooner, **SVVV** shall immediately cease all use of Confidential Information and shall, within two (2) weeks thereafter, return to MEI or destroy all Confidential Information in its possession subject to MEI instruction.

4. **SVVV** will not make any payment to **MEI** for the training Equipment, it is understood that **MEI** has voluntarily come forward to place its Equipment at **SVVV** to facilitate the institute for conducting training to the students.

5. The Equipment will be placed at **SVVV** for duration mentioned in Cl. No. 16. The dedicated space / section for Equipment will be provided by the College and MEI contribution will be displayed at respective equipment /dedicated space.

6. The Equipment will be delivered, installed and commissioned at **SVVV** by **MEI**.

7. **MEI** will continue to retain full title to the equipment while it is at premises at **SVVV**

8. The operation, maintenance and upkeep of the equipment in good condition will be the responsibility of **SVVV**

9. **SVVV** will designate qualified staff to operate the equipment for training and demonstration purposes.

Neelam

K.T

Acc

10. **SVVV** will be responsible for the proper and safe operation of the equipment.
11. Any equipment failures/repairs/spare parts shall be set right or replaced free of cost, by MEI's Servicing Department. However if during servicing, it appears that such failure / damage occurred directly on account of wrong usage / mishandling by any Student / faculty member of **SVVV** then all cost shall be borne by **SVVV**. **MEI shall report with reasons along with estimated cost to SVVV for further necessary instructions. The necessary parts / Equipment shall be provided by MEI only against payment of estimated cost from SVVV.** The College shall ensure that the equipment installed at the premises shall not be used for any unlawful or prohibited purpose.
12. **SVVV** shall take the comprehensive insurance coverage for the said equipment at its own costs to cover the accidental damage from fire, burglary, etc. if happened within the premises of **SVVV** and shall indemnify MEI the cost of such equipment's.
13. **SVVV** acknowledges that this Agreement does not grant any right or title of ownership to **SVVV** in MEI's intellectual property unless specifically provided in this Agreement. **SVVV** shall not use MEI's or its affiliates' or Group Companies' Corporate name, trade-marks, emblems, specification, designs, models or logo without MEI's prior written consent. All or any intellectual property rights in the Software, products, design and or campaign shall at all times remain the property of Mitsubishi Electric Group Companies and **SVVV** shall have no claims on the same under any circumstances whatsoever and vice a versa.
14. Logos of **MEI** will be included on all programs handouts / catalogues where in this equipment is directly / indirectly utilized, acknowledging **MEI's** sponsorship of the facility, by **SVVV** subject to **SVVV** shall before imprinting the Logo of MEI on any handouts / catalogues take prior approval, to comply with MEI corporate logo guidelines.
15. Contribution of the equipment will be acknowledged through display boards at the respective equipment by **SVVV**
16. This agreement is valid for a period of **From 30 Aug 2021 to 31<sup>st</sup> Mar 2023** from the date of execution of this agreement. After completion of MoU duration or earlier termination of this agreement **SVVV** the equipment will be returned to **MEI** in good working condition considering the standard technical depreciation which may take place during the period due to usage. **MEI** may consider extending the

Cupta

K-T

Doc

geti... ..



period/replacing it with different equipment for a further period by mutual agreement.

Upon breach of any of the terms and conditions by the **SVVV** or misuse of any confidential information / MEI logo with any external or third party, MEI may terminate this MOU with immediate effect by giving notice without giving any reasons. However, upon termination or earlier termination of MOU, clause 3 of said agreement shall continue to survive for a period of two years from the date of termination and **SVVV** requires to comply with the same.

17. All disputes, controversies or differences arising out of or relating to or in connection with this Agreement, or the breach thereof, shall be finally settled by arbitration in accordance with Arbitration and Conciliation Act, 1996 or any subsequent amendment made thereon the rules made thereunder. The award shall be final and binding upon both the parties and the language of the arbitration shall be in English. The award rendered by the arbitrators shall be final and binding upon the parties hereto.
18. This Agreement shall be construed in accordance with the laws in India, and shall be subject to the exclusive jurisdiction of the courts at **Delhi** in respect of any dispute or differences arising out of or in connection with the subject matter of this Agreement.

#### **19. FORCE MAJEURE:**

Neither **SVVV** nor **MEI** shall be liable for any damage or loss suffered by the other on account of the happening of any event which the said parties are unable to avoid and over which they have no control and which prevents the said parties from executing their contractual obligations, such events being, but not limited to war, civil commotions, strikes, natural catastrophes, embargo, Acts of God, etc.

#### **20. Conflict of Interest**

**SVVV** has not any relationship with any employee of Company or their family members or friend and not aware of any conflict of interest between its duties to the Company or between the **SVVV** and Company Interest. In the event that any conflict arises or in the event of any material change in the information, **SVVV**

Accepted  
K-T



Sign

will notify in writing to the Company of such circumstances and discuss with the Company in the manner in which it proposes to address the same.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and the year first above written.

12/2/11

For  
Mitsubishi Electric India Pvt. Ltd.

Kazuhiko Tamura  
Managing Director

For  
Shri Vaishnav Vidyapeeth Vishwavidyalaya, Indore

Dr. Upinder Dhar

Vice Chancellor, SVVV, Indore



Purushottam Das Pasari

Purushottam Das Pasari  
Chancellor, SVVV, Indore

WITNESSES:

MEI Side

1.



SVVV Side

1.



**Annexure I** to the agreement between MEI and SVVV dated 30-sep-2021

Specifications and features of iQ-R Training Setup:

**A iQ-R Training Set up**

No.	Product name	Model	Quantity /set	Set Price (INR)
1	Base rack - 8 slots	R38B	1	11,16,600.00
2	Power supply for PLC	R61P	1	
3	PLC CPU with 40K Steps memory	R04CPU	1	
4	2 GB memory card	NZ1MEM-2GBSD	1	
5	Simple Motion Module for 4 axis	RD77MS4	1	
6	Dual network module: Ethernet & CC-Link IE	RJ71EN71	1	
7	Digital input module with 32 I/P, sink /source and high speed	RX41C4	1	
8	Digital output module, Transistor output Source type, 32 points	RY41PT1P	1	
9	4 channel Analog Output Module	R60DA4	1	
10	4 channel Analog Input, Module	R60AD4	1	
11	Servo amplifier for three axis, 400W each	MR-J4W3-444B	1	
12	Encoder cable for servo motor	MR-J3ENCBL2M-A2-H	3	
13	Power cable for servo motor	MR-PWS1CBL2M-A2-H	3	
14	Battery Case	MR-BT6VCASE	1	
15	Battery for servo amplifier	MR-BAT6V1	2	
16	Battery Cable	MR-BT6V1CBL03M	1	
17	SSCNET cable	MR-J3BUS1M	1	
18	Servo motor 400 W	HG-KR43	3	
19	A800 series inverter 400W	FR-A820-0.4K-1	1	
20	CC-Link IE Field Card for Inverter	FR-A8NCE	1	
21	8.4" Screen HMI – GT200 series	GT2308-VTBA	1	
22	Connector	A6CON1	3	
23	I/O simulator and X-Y table setup & Induction Motor setup	I/O simulator	1	

**B Total Cost of Offering**

No.	Item	Model	Quantity	Set Price	Total (INR)
1	iQR Training Set up – Part A		2	11,16,600.00	22,33,200.00
2	iQ Works Programming Software	SW1DNDIND-IQWK-E	1	99,000.00	99,000.00
<b>Grand Total of Offering</b>					<b>23,32,200.00</b>

(In words Rs. Twenty Three Lacs Thirty Two Thousand Two Hundred only)

*[Signature]*

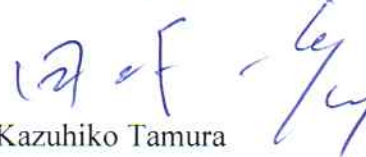
*[Signature]*

*[Signature]*

b-T



For  
Mitsubishi Electric India Pvt. Ltd.

  
Kazuhiko Tamura


Managing Director



For  
Shri Vaishnav Vidyapeeth Vishwavidyalaya, Indore

  
Dr. Upinder Dhar

Vice Chancellor, SVVV, Indore

  
Purushottam Das Pasari  
Chancellor, SVVV, Indore

Sign here



**Annexure II** to the agreement between MEI and SVVV dated 30-sep-2021

Signature

Specifications and features of SCADA License:

**A SCADA License:**

No.	Product name	Model	Quantity /set	Set Price (INR)
1	SW2DND-MCWDV-EZT75	MC Works Server software	1	237,200.00
2	NZ2HK-IPS	USB License Key	1	
3	SW2DND-MCWCLRT-EZ	MC Works Client Software	1	116,900.00

**B Total Cost of Offering**

No.	Item	Model	Quantity	Set Price	Total (INR)
1	SCADA License as mentioned in part A ( Line no. 1 &2)		2	237,200.00	474,400.00
2	SCADA License as mentioned in part A (Line no. 3)		1	116,900.00	116,900.00
<b>Grand Total of Offering</b>					<b>5,91,300.00</b>

(In words Rs Five Lakh Ninety One Thousand Three Hundred only)

For  
Mitsubishi Electric India Pvt. Ltd.

For  
Shri Vaishnav Vidyapeeth Vishwavidyalaya, Indore

Kazuhiko Tamura

Dr. Upinder Dhar

Managing Director

Vice Chancellor, SVVV, Indore

Neelam

Purushottam Das Pasari  
Purushottam Das Pasari  
Chancellor, SVVV, Indore