

H R NAGPAUL ASSOCIATES Chartered Accountants

TO WHOMSOEVER IT MAY CONCERN

This is with reference to your letter no. SRM/UH/DEC/014, dated 27.12.2022 from the Finance Officer, SRM University, Delhi – NCR, Sonepat, furnishing document and evidence with respect to the amount transferred to IBM India Private Ltd. and Thinkian InfoTech Private Limited towards the remuneration to the resource person/Subject Matter Experts (SME's) for providing research projects/ training on all technologies as per IBM specialization programme under University curriculum during last five years i.e. FY 2017-18 to FY 2021-22 respectively.

We certify that the following information is extracted from the audited books of accounts of SRM University, Delhi - NCR, Sonepat.

SRM University had spent an amount of Rs.545Lac towards amount transferred to IBM India Private Ltd. and Thinkian InfoTech Private Limited towards the remuneration to the resource person/Subject Matter Experts (SME's) for providing research projects/ training on all technologies as per IBM specialization programme under University curriculum during the last five years i.e. FY 2017-18 to FY 2021-22 respectively. The summary of the same is given as under:

(Rupees in Lac)

Particulars	2017-18	2018-19	2019-20	2020-21	2021-22
IBM India Private Ltd.	42.46	147.71	68.58	227.39	
Thinkian InfoTech Pvt. Ltd.					58.80

Note This certificate is being issued upon the request of the management.

Por H R Nagpaul Associates

artered Accountants

CA Nagpanikh J

Partner

UDIN: 23096788BGXXSU8712

MRN: 96788

Date: 10th February 2023

Place: Sonepat

Ref: SRM/UH/NOV/05



SRM University Delhi-NCR Sonepat Haryana has spent the following amounts (Rs. in lakhs) as per the bifurcation given below.

Amount transferred to IBM India Private Ltd. and Thinkian InfoTech private limited towards the remuneration to the resource person/ Subject Matter Experts (SME's) for providing research projects/ training on all technologies as per IBM specialization programme's under University curriculum.

Particulars	2017-18	2018-19	2019-20	2020-21	2021-22
IBM India Private Ltd.	42.46	147.71	68.58	227.39	
Thinkian InfoTech private limited					58.80

Sr. Manager (Finance & Accounts)

SRM Education & Research Institute

3) (12) 2022

Sr. Accounts Manager



Deployment of IBM SME's for Industry sessions & Projects - Regarding

Gagan Agarwal1 <gaganagrawal@in.ibm.com>

Sun, Feb 19, 2023 at 2:31 PM

To: "Dr. Puneet Goswami" <goswamipuneet@srmuniversity.ac.in> Co: "Prof. (Dr.) Manish Bhalla, Registrar" <registrar@srmuniversity.ac.in>

Dear Prof. Puneet Goswami,

We are happy to have this collaboration with SRM University Delhi - NCR, Sonepat (Haryana) for building capacity of your faculty and students for doing research by conducting Industry sessions & Industry Projects. To this effect IBM India Private Ltd. certifies that the resource Person/ IBM SME's are periodically deployed since 2017 to cater all the above capacity building programme on all IBM Technologies as per the terms and conditions mentioned in MoU between both the parties.

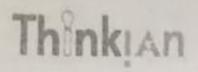
Thanks & Regards,

Gagan Agrawal

Sales Leader (North) - IBM Career Education

+91-9650616633 Mobile

@gaganagrawal Twitter



THINKIAN INFOTECH PRIVATE LIMITED Ram Bagh Road, Sadar Bazar, Ambala Haryana - 133001

Tax Invoice

Date: 31-05-22 Invoice No.: 2223/001

Vendor

Thinklan Infotech Private Limited NEAR POLICE QUATOR, 2806, RAM BAGH ROAD, Sadar Bazar, Ambala, Ambala **HARYANA 133001**

PAN NO. AAICT3202A GST NO. 06AAICT3202A1Z1 Bill To

SRM EDUCATION & RESEARCH INSTITUTE RAJIV GANDHI EDUCATION CITY PLOT NO 39, P.S. RAI Sonipat, Haryana 131029

PAN NO. GST NO.

AALTS8350E 06AALTS8350E129

HSN CODE 999293

ine Total	Rate per semester	Semester	Description	No of	
INR 4,983,000.0	453,000	Semester 1,2,3,4,5,6,7 of Btech CSE Ds & Al, Btech CSE BDA, Btech CSE CMA, Semester 1,2 of BBA and semester 1,2 MBA	All technologies as per university curriculum during January 21 to December 21	trainers 11	S.No
INR 4,983,000.0	Total				
INR 448,470.0		CGST 9%			
INR 448,470.00		SGST 9%			
INR 5,879,940.00	lusive of Taxes	Total Inc	ght lacs seventy nine thousand nine	Rs fifty ei	

Payment Terms

Thinkian Infotech Private Limited, Central Bank of India, Chandigarh C/A No. 5201736728, IFSC Code CBIN0280413

hundred forty only

For Thinkian Infotech Private Limited Authorized by

Director

Date

SRM UNIVERSITY, DELHI-NCR, SONEPAT (HARYANA)

(Established under Haryana Private Universities Act 2006 as amended by Act no.8 of 2013) Plot No.39, Rajiv Gandhi Education City, P.S.Rai, Delhi-NCR, Sonepat, Haryana 131029 Ph:-9541779883, Website: www.srmuniversity.ac.in, E-Mail: admissions@srmuniversity.ac.in



Faculty of Engineering and Technology Bank Payment Voucher

Voucher #: BPmt/2022-23/JUN/0189

Dated: 30-JUN-2022

Particulars		Debit	Credit
Caterman Cuisine concepts pvt ltd	Dr	16,91,414.00	
Bill Ref. CMHT/2022-23/046/2022-6-	48,732.00		
Bill Ref. CMHT/2022-23/045/2022-6-	16,42,682.00		
Thinkian Infotech Private Limited	Dr	8,96,940.00	
Bill Ref. TDS 10%/2022-6-27	4,98,300.00		
Bill Ref. 2223/001/2022-05-31	58,79,940.00		
Bill Ref. SRMH-ET-WO/Apr/22-	44,84,700.00		
Bill Ref. tds/2022-4-29	49,830.00		
Bill Ref. TDS Reversed /2022-6-27	49,830.00		
SRMERI FUND TRANSFER ACADEMIC			25,88,354.0
Party Name: Thinkian Infotech Private Limited		25,88,354.00	25,88,354.0

On Account of:

Being admission vendor payment made on 29.06.2022 through Federal bank (Total bulk payment Rs.10472714/-)

SRM UNIVERSITY, DELHI-NCR, SONEPAT (HARYANA)

(Established under Haryana Private Universities Act 2006 as amended by Act no.8 of 2013) Plot No.39, Rajiv Gandhi Education City, P.S.Rai, Delhi-NCR, Sonepat, Haryana 131029 Ph.-9541779883, Website: www.srmuniversity.ac.in, E-Mail: admissions@srmuniversity.ac.in



Faculty of Engineering and Technology Journal Voucher

Voucher #: Jrnl/2022-23/APR/0213

Dated: 25-APR-2022

Particulars		Debit	Credit
Thinkian Infotech Private Limited	Dr	44,84,700.00	
Bill Ref. SRMH-ET-WO/Apr/22-	44,84,700.00		
To SRMERI FUND TRANSFER ACADEMIC			44,84,700.00
Party Name: Thinkian Infotech Private Limited		44,84,700.00	44,84,700.00

On Account of:

Being 100% advance paid to Thinkian Infotech with GST less TDS 10% against WO SRMH-ET-WO/Apr/22-23/00010 dt 08.04.2022 from HO Federal Bank UTR no FDRLR52022042500255404 dt 25.04.2022



Date: 7-12-2020

Subject: - List of the faculty members who have been selected for the research projects (Sponsored by Bosch and Siemens-Non-Government sources).

In reference to the Establishment of Industry-Academia Collaboration Center with Bosch Limited and Siemens Industry Software (India) Pvt. Ltd. at our University, the following faculty members have been selected for the research projects in the above mentioned centres.

Name of the Scheme/Project/ Endowments/ Chairs	Name of the Principal Investigator/ Co Investigator (if applicable)	Department	Year of Award	Duration of the project
SRM-CoE	Dr. Arpana Vibhuti	Biomedical Engineering	2020	5 Years
SRM-CoE	Dr. Ramendra Pati Pandey	Biomedical Engineering	2020	5 Years
SRM-CoE	Dr. Anjali Priyadarshini	Biomedical Engineering	2020	5 Years
SRM-CoE	Dr. Archana Gupta	Biomedical Engineering	2020	5 Years
SRM-CoE	Dr. Manoj Kumar Yadav	Biomedical Engineering	2020	5 Years
SRM-CoE	Dr. Vandana Dahiya	Biomedical Engineering	2020	5 Years
SRM-CoE	Dr. Vineet Bajaj	Civil Engineering	2020	5 Years
SRM-CoE	Dr. Abhay Kumar Chaubey	Civil Engineering	2020	5 Years
SRM-CoE	Mr. Nitin Dahiya	Civil Engineering	2020	5 Years
SRM-CoE	Mr. Ravi Malik	Civil Engineering	2020	5 Years
SRM-CoE	Mr. R Praveen Kumar	Civil Engineering	2020	5 Years
SRM-CoE	Dr. R. Sankar	Mechanical Engineering	2020	5 Years
SRM-CoE	Dr. Naresh Kumar Sharma	Mechanical Engineering	2020	5 Years
SRM-CoE	Dr. Ashok Kumar Mishra	Mechanical Engineering	2020	5 Years
SRM-CoE	Dr. Anand Gaurav	Mechanical Engineering	2020	5 Years
SRM-CoE	Dr. Bhuvnesh Kumar Sharma	Mechanical Engineering	2020	5 Years
SRM-CoE	Mr. Rajeev Ranjan	Mechanical Engineering	2020	5 Years
SRM-CoE	Mr. Ankit Mani Tripathi	Mechanical Engineering	2020	5 Years

Dean Academic Affairs
DEAN ACADEMICS
SRM University Haryana
Plot No. 39, R.G.E.C. Rai,
Sonepat-131029(HR.)



H R NAGPAUL ASSOCIATES Chartered Accountants

TO WHOMSOEVER IT MAY CONCERN

This is with reference to your letter no. SRM/UH/DEC/012, dated 20.12.2022 from the Finance Officer, SRM University, Delhi – NCR, Sonepat, furnishing document and evidence with respect to the amount of Expenditure on Extra Mural Funding for Research (Grants Sponsored by non-Government sources such as industry, Corporate house, international bodies for research projects), endowments, chairs in the university during the last five years i.e. FY 2017-18 to FY 2021-22 respectively.

We certify that the following information is extracted from the audited books of accounts of SRM University, Delhi - NCR, Sonepat.

SRM University had spent an amount of Rs.386Lac towards the Expenditure on Extra Mural Funding for Research (Grants Sponsored by non-Government sources such as industry, Corporate house, international bodies for research projects), endowments, chairs in the university during the last five years i.e. FY 2017-18 to FY 2021-22 respectively. The summary of the same is given as under:

(Rupees in Lac)

Particulars	2017-18	2018-19	2019-20	2020-21	2021-22	Total
Siemens	0	0	0	385.66	0	385.66

Note: This certificate is being issued upon the request of the management.

For H R Nagpaul Associates

Chartered Accountants

CA Nagpaul H R

Partner

Accounta

UDIN: 23096788BGXXST1500

MRN: 96788

Date: 10th February 2023

Place: Sonepat



3.2.1 Extra mural funding for Research (Grants sponsored by Non-Goveernment sources such as industry, corporate houses, international bodies for Research projects), endowments, chairs in the university during the last 5 years (INR in Lakhs

S.No	Particulars	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
1	Siemans	ľ			385.66	Distance of
		· ·	¥	= 0	385.66	Caralla .

Charge Accountant/ Finance Officer

SRM UNIVERSITY DELHI-NCR, SONEPAT

Established under Haryana Private Universities Act 2006 as amended by Act no.8 of 2013 and recognized by UGC u/s 2(f) of UGC Act, 1956

Plot No. 39, Rajiv Gandhi Education City, P.S.Rai (Post Office), Sonepat-131029 (Haryana) Tel: 0130-2203700-01 | Tollfree: 1800 180 1216 | Website: www.srmuniversity.ac.in

TRIPARTITE AGREEMENT

AMONG

SRM University Delhi NCR, Sonepat

AND

SIEMENS INDUSTRY SOFTWARE (INDIA) PRIVATE LIMITED

AND

3D Engineering Automation LLP

The Tripartite Agreement ("Agreement") is made on the 15thday of September 2020 between,

SRM University Delhi-NCR, Sonepat, Haryana located at Plot No. 39, Rajiv Gandhi Education City Delhi-NCR Sonepat – Kundli Urban Complex, Post Office P.S.Rai, Sonepat, Haryana 131029, India hereinafter called the "**Institute**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the first part;

And

SIEMENS INDUSTRY SOFTWARE (INDIA) PRIVATE LIMITED, having a sales office at Tower D, 16th Floor, Global Business Park, MG Road, Gurgaon 122002 Haryana, India and registered office at E-20, 1st & 2nd Floor, Hauz Khas, New Delhi - 110016, hereinafter called "**SISW**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the second part;

And

3D Engineering Automation LLP, having its registered office at4th Floor, Shreyas Eterna, Pashan-NDA Road, Above Bank Of Maharashtra, Bavdhan, Pune- 411021 India, hereinafter called **"Partner"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the third part.

Hereinafter, Institute, SISW, and Partner have individually been referred to also as a "Party" and collectively as the "Parties".

WHEREAS:

- 1. Institute has expressed the desire to set up a Centre of Excellence ("CoE") in its campus located at Plot No. 39, Rajiv Gandhi Education City Delhi-NCR Sonepat Kundli Urban Complex, Post Office P.S.Rai, Sonepat, Haryana 131029, India;
- 2. SISW a business unit of the Digital Industry division is a provider of product lifecycle management (PLM) software, and services to customers in India;
- 3. Partner, a reseller of SISW is engaged in the business of marketing and licensing software applications and providing associated value-added services and has agreed to supply PLM software, hardware, and other Third-Party Products for purposes of setting up of the CoE under this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **DEFINITIONS**

In this Agreement, the following expressions shall have the meaning stated herein:

- a. "Agreement" shall mean this agreement executed between the Institute, Siemens Industry Software (India) Private Limited and Partner include any written modifications thereof and the schedules attached hereto.
- b. "Centre of Excellence" or "CoE" shall mean industry-linked multi-skill focused Siemens Centre of Excellence which shall be setup on the campus of the Institute.
- c. "Confidential Information" means any information concerning the disclosing party's business, pricing, terms of this Agreement, and such other information that has not been made public, provided that such information is identified as confidential at the time of disclosure or the confidential nature of which is evident to a reasonable person.
- d. **"End User License Agreement" or "EULA"** refers to the terms and conditions to be signed between SISW and Institute which govern the use of Software, Hardware and services provided by SISW.
- e. "Hardware" means equipment, systems, devices, accessories and parts delivered by SISW, excluding Software storage media.

Confidential

- f. "Siemens Go-PLM Grant" provides Siemens PLM software to support the academic programs of leading universities and institutes.
- g. "Supplemental Terms" means those separate terms and conditions that apply to SISW's Software or Hardware or services offerings, set forth or referenced in an Order form/LSDA, or otherwise agreed by the parties.
- h. "Software" means software licensed or distributed by SISW, including updates, modifications, and design data.
- "Third-Party Products" means such software products that are not the proprietary products of SISW or its affiliate entities.

Parties agree the following annexures shall form part of this Agreement:

- a. Annexure "A" Commercial details;
- b. Annexure "B" Bill of Material

2. SCOPE OF SERVICES FORCENTRE OF EXCELLENCE

The following shall be the scope of the CoE:

- a. To make qualitative improvements in technical education by setting up of CoE:
 - Provide facilities in CoE labs by adopting latest open technologies in engineering, design, manufacturing, planning, analysis and management to serve the needs of industrial clusters;
 - Provide joint certificate courses for students, and faculty;
 - Skill up-gradation of faculty at CoE by providing training. (Train the Trainer);

3. TERM

This Agreement shall commence from the date Agreement is made or the date it is signed by all parties, whichever is later (the "**Effective Date**") and shall continue in effect for a period of three (3) years from the date of commencement of operation of CoE unless terminated earlier or renewed for such period according to the terms mentioned in this Agreement.

4. TERMS OF PAYMENT

- a. Institute will pay an amount of ₹ 3,85,66,708 (Rupees) plus taxes applicable at actuals ("Total Contract Price") in accordance with the following schedule to the Bank account of the Partner.
 - 50% of Total Basic Price+ 100% GST of Total Contract Value will be paid immediately on execution of the Agreement, against the single performa invoice raised by the Partner;
 - o 40% of Total Basic Price against a supply of goods and submission of invoices payment will be cleared against each supply and submission of individual invoices on delivery of Software, Hardware and other Third-Party Products as mentioned in **Annexure A**;

Payment to be made within 2 weeks from the date of invoice and delivery at site.

- o 10% of Total Basic Price against supply and submission of individual commissioning certificate of Software, Hardware and other Third-Party Products as mentioned in **Annexure A**. Payment to be made within 2 weeks from the date of completion of commissioning of labs.
- Partner Bank Account No: 283500100000144

3D Engineering Automation LLP

Bank Name: The Saraswat Cooperative Bank Ltd

Branch: SME Branch, Sangamwadi, Pune

IFSC Code: SRCB0000283 (PAN AABFZ1781E)

- b. Institute shall ensure timely disbursement of the above-sanctioned amount for the supply of Software, Hardware, and Third-Party Products for the CoE.
- c. The total value of products to be supplied under this Agreement by Partner shall be of ₹ 3,85,66,708 exclusive of taxes and the total amount of supplies by SISW shall be of ₹ 3,03,03,780 exclusive of taxes.





5. ROLES AND RESPONSIBILITIES OFINSTITUTE

- a. Institute will demarcate the required area in its campus to set-up the laboratories, provide the necessary infrastructure as per the CoE project specifications outlined in the proposal, including, but not limited to electricity, water, plumbing/pneumatic piping, furniture, fixtures, adequate security, internet and student training consumables (at actual usage). Institute will also arrange to provide necessary approvals, permissions, etc., as required from various government departments, local authorities, etc.
- b. Institute understands and agrees that any delay in providing necessary infrastructure support, approvals or permissions, etc., may impact the timely supply of products and performance of services by SISW and/or Partner. Institute shall make infrastructure and other permissions available at least 30 days prior to the scheduled delivery date or installation work.
- c. Institute shall intimate in writing to both SISW and Partner of any discrepancy in the supplied products within five (5) days of deliveries made by the Partner. Institute shall discuss and resolve the case before installation by the Partner to enable SISW and Partner to take necessary corrective action. Any deficiency in services shall be informed in writing, along with reasons, to both Partner and SISW within five (5) days of completion of each milestone/ specific part of services. Institute may discuss reasons for deficiency in services during the committee review meeting.
- d. Institute shall ensure to keep all Hardware and Third-Party Products supplied to the CoE at a secured location and, also ensure that no damage is caused thereto by any student or faculty of the Institute. Any damage caused to Hardware and Third-Party Products, after it is delivered to the Institute, shall be the responsibility of Institute. The risk of loss or damage and title to the Hardware and Third-Party Products shall pass from SISW and/or Partner to Institute upon delivery. In case incoterms for the applicable Software, Hardware or Third-Party Products as mentioned in the respective documents differ from those mentioned herein, then applicable terms as mentioned in the respective documents of Software, Hardware and Third-Party Products shall prevail.
- e. Institute shall provide written acceptance of deliveries made by Partner of SISW Software, Hardware or Third-Party Products for the CoE. Institute sign a delivery challan / note within five (5) working days from the date of submission by it and shall furnish to the Partner.
- f. Institute will operate and maintain the CoE
- g. Institute shall permit SISW to replace the Partner under this Agreement if Partner is terminated in accordance with terms of clause 15. In such a case, SISW shall enter into a separate agreement with a new partner, which shall be an addendum to this Agreement. Institute understands and accepts that replacement of the Partner may take reasonable time and, therefore, timeliness mentioned in the Agreement for deliveries and setting up of the CoE shall extend accordingly. The revised timeliness shall be mutually decided by the Parties.

6. ROLE AND RESPONSIBILITIES OF SISW

- a. It shall provide Software in accordance with the purchase order of the Institute and as mentioned in the **Annexure B.**
- b. It shall appoint a Partner to impart training at the CoE.
- c. SISW shall implement the Siemens Go-PLM Grant cooperation program for the Institute. Within the Siemens Go-PLM Grant cooperation framework, SISW will deliver the available version of the Software to Institute. For the sake of clarity, it is stated that Siemens Go-PLM grant shall be applicable only to the Software of SISW.
- d. It shall monitor the training provided by Partner and shall take feedback from faculty.
- e. It shall participate in the Review Committee meetings of the CoE.

7. ROLE AND RESPONSIBILITIES OF PARTNER

- a. It shall act as the implementer and system integrator for the CoE in accordance with the terms mentioned in the Agreement. It shall set-up the CoE and take necessary advice from SISW related to it. It shall provide the necessary support to the Institute during the term of this Agreement.
- b. It shall set up the CoE and supply, install and system integrate the Hardware, Software, provided by SISW and Third-Party Products to the Institute. Details of products which shall be supplied by the Partner to the CoE are mentioned in **Annexure B**.

- c. It shall conduct training for the faculty of the Institute on SISW Software supplied by it. Training shall be provided to the faculty pursuant to a schedule mutually agreed between Partner and the Institute. All training shall be conducted as per SISW's standard training protocols and will be based on SISW's standard training material.
- d. It shall provide support to the Institute for the following:
 - i. Train the Trainers on SISW Software.
 - ii. Provide certificate to the students, and faculty at the CoE upon successful completion of the training as may be agreed between the parties herein, in the format approved by SISW.
- e. It shall endeavor to set-up the CoE within 120 days from the date of receipt of the above-mentioned amount in the Partner's bank account from the Institute, except in case of delay caused by Force Majeure conditions or for reasons which are not directly attributable to Partner or for delay caused in providing necessary approvals, infrastructure, resources, etc., by the Institute
- f. It shall take acceptance/ sign-off letter for each of the products supplied to the Institute and a copy of such acceptance/ sign-off letter shall be shared with SISW before withdrawal of the amount from the account mentioned in clause 4.
- g. It shall provide annual maintenance support on the Software and Hardware in accordance with terms as mentioned in the Annexure B

8. PARTNER'S REPRESENTATIONS AND WARRANTIES

- a. It has the professional skills, experience, personnel and resources that are necessary for providing services as are necessary to fulfill its obligations under this Agreement.
- b. It has the right to enter this Agreement, is a corporation duly organized, validly existing, has the power and authority, corporate and otherwise, to execute and deliver this Agreement and to perform its obligations hereunder.
- c. All notices or claims for any contravention, infringement or misuse received by SISW in its name or the name of Partner under this Agreement from any of the authorities in respect of any violation or non-compliance by Partner with any of the applicable regulations/laws shall be the sole responsibility of Partner and will be handled or dealt with by Partner.
- d. The execution, delivery and performance of this Agreement, any other agreement, document or instrument now or hereafter executed and delivered by Partner pursuant thereto or in connection herewith will not: (i) conflict with or violate any provision of any law, rule, regulation, authorization or judgment of any governmental authority having applicability to either Party or its actions; or (ii) conflict with or result in any breach of, or constitute a default under, any note, security agreement, commitment, contract or other agreement, instrument or undertaking to which Partner is a party or by which any of its property is bound.
- e. As on the date of signing of this Agreement, there are no pending or threatened legal proceedings against Partner which if adversely determined, would affect/ may affect the performance of Partner under this Agreement.
- f. It shall not knowingly engage any person with criminal record/ conviction and any such person shall be barred from participating directly or indirectly in providing the services under this Agreement.
- g. It shall comply with all applicable laws, rules and regulations in relation to the provision of services including any registration, licensing, certification, permit or filing requirements therein that may be applicable to it and for employment or engagement of personnel for provision of the services.
- h. It shall ensure that the financial assistance from the Institute is utilized in a proper way for setting up of CoE. It shall provide a progress report on the amount spent on setting up the CoE and such other details as may be requested by SISW from time-to-time.
- i. It shall timely release amount to third parties for the respective Third-Party Products supplied by them under this Agreement.
- j. It shall allow SISW to conduct an audit wherein SISW shall be permitted to check books of accounts, agreements and other financial records pertaining to transactions entered into by Partner for the purposes of supply of SISW's Software, Hardware, services or Third-Party Products under this Agreement.





9. SISW'S REPRESENTATIONS AND WARRANTIES

- a. It has the right to enter this Agreement, is a corporation duly organized, validly existing, has the power and authority, corporate and otherwise, to execute and deliver this Agreement and to perform its obligations hereunder.
- b. It shall comply with all applicable laws, rules and regulations in relation to provision of supply of Software or Hardware that may be applicable to it under this Agreement
- c. It shall not knowingly engage any person with criminal record/ conviction and any such person shall be barred from participating directly or indirectly in providing the services under this Agreement.
- d. As on the date of this Agreement, there are no pending or threatened legal proceedings against SISW for engaging with the Partner which if adversely determined, would affect the performance of SISW under this Agreement.

10. INSTITUTE'S REPRESENTATIONS AND WARRANTIES

- a. It has the right to enter this Agreement, is a corporation duly organized, validly existing, has the power and authority, corporate and otherwise, to execute and deliver this Agreement and to perform its obligations hereunder. It shall timely provide all approvals, authorizations, infrastructure and other support required for setting up of CoEs.
- b. It shall comply with all applicable laws, rules and regulations that may be applicable to it under this Agreement.
- c. It warrants that it shall sign the EULA and Supplemental Terms related for use of Software and/or Hardware and comply with such terms. Institute accepts that Software and Hardware shall be governed by the EULA and applicable Supplemental Terms and shall prevail in case of conflict with terms of this Agreement.
- d. It warrants that the use of Third-Party Products shall be in accordance with applicable terms delivered by Partner for CoE's and it shall sign terms related thereto.
- e. It warrants that it shall timely release payments to SISW and Partner for deliverables and services provided to it in accordance with the payment terms agreed between the Parties. It will provide acceptance/ sign-off letter within five (5) days of each of the deliveries made either by SISW or Partner and thereafter, such deliverables shall be deemed accepted.

11. CONFIDENTIAL INFORMATION

- a. Parties agree that they shall hold the Confidential Information of other Parties in strict confidence. Parties further agree that they will not make any disclosure of the Confidential Information to anyone without the express written consent of the other, except to employees, affiliates to whom disclosure is necessary to the performance of this Agreement and who have agreed in writing to hold such information in confidence in relative accordance to the terms of this clause. Parties shall undertake all reasonable steps to ensure the confidentiality of Confidential Information and shall ensure that its personnel, subcontractors, agents and affiliates comply with the confidentiality provisions of this Agreement.
- b. Within ten (10) business days after any termination of this Agreement, or promptly upon request by the disclosing Party, all originals and copies of the disclosing Party's Confidential Information in the other Party's possession shall be returned to the disclosing Party or destroyed, and confirmation thereof shall be provided to the disclosing party.
- c. Notwithstanding the other provisions of this Agreement, data and information disclosed by either Party hereunder shall not be considered to be Confidential Information if: (a) it has been published or is otherwise readily available to the public other than by a breach of this Agreement; (b) it has been independently developed by the receiving Party prior to disclosure by the disclosing Party; (c) it has been intentionally disclosed by the Party claiming that the information is Confidential Information to a third party without restriction on disclosure; or (d) it is required to be disclosed under the binding laws, regulations or governmental orders of any applicable jurisdiction; provided that the disclosing Party shall give written notice to the other Party of any such disclosure requirements prior to the disclosure of any such Confidential Information hereunder.
- d. Parties are aware of and acknowledge the fact that any breach by the other Party of any of the terms of confidentiality as contained in this section in this Agreement could cause the former Party to suffer a grave loss and would prejudicially affect its business and interests. Parties recognize and agree that in the event of such a breach and/or apprehended breach, each Party shall be entitled to immediate injunctive or other interlocutory relief. This remedy shall be in addition to other remedies available to the Parties under law.
- e. The obligation of Parties under this clause shall survive the expiry or termination of this Agreement.





12. COORDINATION AND REVIEW COMMITTEE

- a. To ensure coordination, Parties shall set up a review committee comprising of 5 members (Review Committee). Both SISW and Partner shall appoint one (1) person each and Institute shall have two (2) members and one (1) independent representative mutually agreed upon by all parties. The Review Committee shall be the principal authority to discuss and resolve matters arising under this Agreement.
- b. Progress meetings will be scheduled by Review Committee at agreed upon times and, one (1) meeting shall be held quarterly to monitor the progress of the project under this Agreement. Review Committee shall prepare minutes of meetings which shall be signed by Parties. Review Committee shall meet on a regular basis for the purposes of reviewing the progress of the project under this Agreement, and to suggest changes, and implement improvements.

13. INDEMNIFICATION

- a. Institute and SISW each will indemnify, defend and hold harmless the other, its directors, officers and employees from any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees and expenses for:
 - (i) the death or personal injury of third parties, including employees of the indemnitor, arising out of, or in any way resulting from, the negligent or willful acts or omissions of the indemnitor or any of its employees; and/or
 - (ii) the damage, loss or destruction of real or tangible property of the other Party, arising out of, or in any way resulting from, the negligent or willful acts or omissions of the indemnitor or its employees.
 - (iii) on account of any unauthorized disclosure of Confidential Information.
 - (iv) for violation of EULA terms of Software, Hardware and/or Third-Party Products.
- b. Partner hereby agrees to indemnify, defend and hold SISW harmless at all times from any loss, claim, damage, costs, taxes, duties, penalties or interest thereon or expenses of any kind, notices, claims, demands, action, suits or proceedings, including reasonable attorney's fees and legal costs to which SISW may be subjected, either from Institute or from a third party and undertakes to fully compensate SISW for such breach:
 - i. by virtue of a breach of the Representations and Warranties made by Partner;
 - ii. by virtue of any contravention and/or non-compliance on the part of Partner with any laws, ordinance, and regulations as may be applicable to Partner from time to time in relation to the Agreement;
 - iii. on account of any act, commission or omission or to the negligence of any person of Partner, which has resulted whether on account of breach of any of the conditions of this Agreement by Partner and/or its employees;
 - iv. on account of any unauthorized disclosure of Confidential Information, and
 - v. on account of any act of Partner's deficiency of services, gross negligence, willful misconduct or fraud or dishonesty.
 - vi. the death or personal injury of third parties, including employees of SISW or Institute, arising out of, or in any way resulting from, the negligent or willful acts or omissions of Partner or any of its employees.
 - vii. the damage, loss or destruction of real or tangible property of either SISW or Institute, arising out of, or in any way resulting from, the negligent or willful acts or omissions of Partner or its employees.
- The provisions of this section shall be without prejudice to any other rights available to an aggrieved party.
- d. Foregoing indemnities are subject to the following:
 - (i) Indemnified party gives prompt notice of indemnity event to the indemnifier together with sufficient details of such an event.
 - (ii) Indemnified party gives sole control of defense of any claim to the indemnifier, to the extent possible.
 - (iii) Indemnified party shall not settle any claim with the third party without the prior written consent from the indemnifier.
 - (iv) Indemnity shall not apply if any loss or damage is caused by the acts of the indemnified party.
 - (v) The indemnified party shall have the duty to mitigate losses or damages caused.

14. LIMITATION OF LIABILITY

SISW's entire liability for all claims or damages arising out of or related to this Agreement, regardless of the form of action, whether in contract, tort or otherwise, will be limited to and will not exceed, in the aggregate the amount received from Institute respectively for the supply of Software or Hardware of SISW.

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Partner's entire liability for all claims or damages arising out of or related to this Agreement, regardless of the form of action, whether in contract, tort or otherwise, will be limited to and will not exceed, in the aggregate the amount received from Institute respectively for the supply of Software or Hardware of SISW or Third-Party Products, which is a subject matter of breach. The above limitation for Partner shall not be applicable in case of indemnification as mentioned under clause 13(b).

In no event will the measure of damages payable by SISW and/or Partner include, nor will SISW and/or Partner be liable for, any amounts for loss of income, profit or savings or indirect, incidental, consequential, exemplary, punitive or special damages of any party, including third parties, even if SISW and /or Partner have been advised of the possibility of such damages in advance, and all such damages are expressly disclaimed.

15. TERMINATION

- a. A Party may terminate this Agreement, effective upon thirty (30) business days written notice to the other Party, upon an Event of Default under this sub-section (b) of this clause or based on any legal, or regulatory restriction as a result of which the services cannot continue to be provided. Termination under this clause shall be without prejudice to any other rights and remedies that any Party may have at law or in equity for damages or otherwise.
- b. Anyone or more of the following shall constitute an "Event of Default" hereunder:
 - (i) A Party to this Agreement fails to perform or observe any material obligation set forth herein in any material respect which remains uncured within thirty (30) business days' written notice; or
 - (ii) Any representation or warranty contained herein is false or misleading in any material respect as of the date made or deemed to have been made and is not rectified upon notice of the same within thirty (30) business days of such written notice.
- c. SISW reserves a right to terminate the Partner, by prior written notice of thirty (30) days, for gross negligence, willful misconduct, fraud, violation of applicable laws or any reason which adversely affects the continuation of the Agreement with the Partner or for reasons mentioned under Event of Default, provided that termination shall not take effect unless the breach complained of remains uncured for a period of thirty (30) days from the date of notice. Notwithstanding anything contrary contained herein, the Institute shall have no right to terminate the Partner.
- d. A Party shall have a right to terminate the Agreement effective upon receipt of a written notice by the any Party, if a Party (i) commences proceeding seeking a voluntary winding up, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency, corporation or other similar law now or hereafter in effect that authorizes the reorganization or liquidation of such Party or its debt or the appointment of a trustee, receiver, liquidator, custodian or other similar officials of it or any substantial part of its property, or (ii) consents to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or (iii) makes a general assignment for the benefit of creditors, or (iv) fails generally to pay its debts as they become due.
- e. Notwithstanding anything contrary in this Agreement, in the event this Agreement is terminated either by SISW or Institute for reasons mentioned under Event of Default, then Institute shall accept delivery of all SISW Hardware and Third-Party Products ordered by the Institute prior to the date of termination of the Agreement and, shall release all payments for such products supplied, including, for services which have been rendered till the date of termination.

16. PUBLICITY

No Party shall make any public disclosure, except as may be required by applicable law, relating to discussions and or terms related to this Agreement, without obtaining the prior written consent of the other Party/Parties. A Party shall not use and shall not let their employees, agents and subcontractors from using the name, trademark or logo of the other Parties in any sale, marketing publication, advertisement, or other publication. A Party shall not make, or let its employees, agents or subcontractors make, any public statement relating to the other Party.

17. MODIFICATION, AMENDMENT, SUPPLEMENT OR WAIVER

No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by the party against whom enforcement thereof is sought. A failure or delay of any Party to this Agreement to enforce at any time any of the provisions of this Agreement or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement.

18. ASSIGNMENT AND SUBCONTRACTING

a. Institute or SISW shall not assign, in whole or in part, its obligations under this Agreement to any third party without prior written consent of the other Party except to a subsidiary or an affiliated company, for which approval shall not be unreasonably withheld. Partner will not assign in whole or in part, its obligations under this Agreement to any third party without prior written consent of SISW.

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- b. SISW may subcontract, a portion of this Agreement to third parties, without any approval from Institute. Institute or Partner is not permitted to subcontract any portion of this Agreement to any third party without taking prior written approval from SISW.
- c. If approved to subcontract, Partner and/or Institute shall be solely responsible for any liabilities, acts, defaults and neglects of any sub-contractor, its agents or employees as fully as if they were its acts, defaults or neglects.

19. FORCE MAJEURE

- a. The Force Majeure Events include exceptional events or circumstances of the kind illustrated below:
 - war, hostilities (whether war be declared or not), invasion, an act of foreign enemies,
 - rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war,
 - riot, commotion, disorder, strike or lockout by persons other than Party's personnel,
 - natural catastrophes such as earthquake, disaster, virus, epidemic, lockouts, fire, accident, torrential rain, flood or any act of God,
 - munitions of war, explosive materials, ionizing radiation or contamination of such munitions, explosives, radiation or radioactivity,
 - Governmental acts or actions.
- b. If either Party is prevented from performing any of its obligations under this Agreement by such cases of Force Majeure, it shall give written notice to the other Party within twenty (20) business days of such occurrence to the events, describing the event and its effects supported by authentic evidence. The affected Party shall, having given notice, be wholly or partially excused performance of such obligation for so long as such Force Majeure prevents it from performing them. Party shall not be excused to make payment for the deliverables provided or services rendered. No Party shall have any claim/ compensation for the loss incurred due to the Force Majeure conditions.
- c. The affected Party shall use all reasonable efforts to minimize any delay in its performance of the Agreement as a result of Force Majeure Events.
- d. The Party unable to perform this Agreement due to the effect of Force Majeure Events occurrence may, after consultation with the other Party, extend the duration of this Agreement by a period commensurate to the time actually lost due to the Force Majeure occurrence. The other Party shall not claim compensation for the loss thus incurred.
- e. In case of an extension up to 90 (Ninety) days in the performance of this Agreement due to the effect of the Force Majeure occurrence, Parties shall have a consultation on the performance of this Agreement or termination of the Agreement.

20. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired and the remainder of this Agreement will continue to be binding upon the Parties hereto. The offending provisions will be deemed to be restated to reflect the original intentions of the Parties as nearly as possible in accordance with applicable law.

21. NOTICE

All notices, and other communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered in hand or when mailed by registered national mail service, return receipt requested, postage prepaid, and addressed to the address stated in the Agreement or emailed to the official email ID of the representatives of Parties. Either Party may change its address for notification purposes by giving the other Party notice of the new address and the date upon which it will become effective.

22. DISPUTE RESOLUTION AND GOVERNING LAW

The parties shall endeavor to resolve all or any dispute arising out of or in connection with this Agreement, amicably within 15 business days of a notice being issued by the non-defaulting party to the defaulting party. In case no amicable solution is arrived between the parties within the said 15 business days, then such dispute/s shall be settled through the competent courts located in India.

This Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties hereto shall be governed by the laws of India. The parties hereby submit to the non-exclusive jurisdiction of the courts of New Delhi, India.

23. MISCELLANEOUS

a. Neither Party nor any of its employees shall have the authority to enter into or conclude any agreements on behalf of the other Party nor otherwise bind nor obligate the other Party, except as provided in terms of this Agreement. For additional clarity, it is acknowledged and agreed that neither Party may or will make any statement, amendment to the Agreement or engage in any activity or make

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any representation which would have an effect on the other party, without the written consent of the other Party.

- b. No term or condition of this Agreement or any document incorporated herein by reference shall be deemed waived and no breach shall be deemed excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach.
- c. Unless otherwise specified in this Agreement, all consents, approvals, notices, and requests, acceptances or similar actions to be given by either Party under this Agreement shall not be unreasonably withheld or delayed and each Party shall make only reasonable requests under this Agreement.
- d. Either party will not make or offer to make any payments to, or confer, or offer to confer any benefit upon any employee, agent or fiduciary of any third party, with the intent to influence the conduct of such employee, agent or fiduciary in relation to the business of such third party, in connection with this Agreement or the provision of services hereunder. The parties represent and warrant that none of the other party's officers, directors, employees (collectively, "Personnel") has received anything of value of any kind, in connection with this Agreement; and that no Personnel has a business relationship of any kind with other party's officers, directors, employees or agents.
- e. Nothing in this Agreement shall be construed to constitute or appoint either party as the agent, partner, joint venture, or representative of the other party for any purpose whatsoever, or to grant to either party any right or authority to assume or create any obligation or responsibility, express or implied, for, or on behalf of, or in the name of any other party designated herein, or to bind any such other party in any way or manner whatsoever.
- f. Each party shall bear all legal and administrative fees and expenses incurred in performing its obligations under this Agreement.
- g. This Agreement together with all exhibits, or schedules, and attachments attached hereto constitute the entire agreement between the Parties and supersede all previous agreements, promises, representations, understandings and negotiations, whether written or oral, between the parties with respect to the subject matter hereof. The terms of any purchase order or similar customer document are excluded; such terms will not apply to EULA and/or Supplemental Terms, and will not supplement or modify this Agreement.

In witness hereof, the Siemens Industry Software (India) Pvt. Limited, Institute and Partner have executed in manner hereinafter mentioned hereinabove.

Signed on behalf of SRM University Delhi – NCR , Sonepat Haryana

Name: **Prof. Manish Bhalla**

Signature

REGISTRAR SRM University, Delhi-NCR Sonepat, Plot no. 39, R.G.E.C., P.S. Rai, Sonepat (HR.)- 131029

Designation: Registrar & Officiating VC

Date: September 15th, 2020

3D Engineering Automation LLP

Name: Ajay Deshkar

Signature:

Designation: Designated Partner

Date: September 15th, 2020

Siemens Industry Software (India) Pvt. Ltd.

Name: MATHEW THOMAS

Signature: Designation: COUNTRY SALES

Date: September 15th, 2020

Siemens Industry Software (India) Pvt. Ltd.

Name : _____

Signature:

Designation:

Date: September 15th, 2020

ANNEXURE A

COMMERCIAL DETAILS

S No	Scope	Contribution by SRM
1	Product Digitalization – Design Lab	₹ 1,69,52,707
2	Process Digitalization – Production Planning Lab	
3	Bio Tech Specialised Lab	
4	Simulation & Analysis Lab	₹ 1,11,77,444
5	CNC Controller Lab	₹ 53,62,927
	Content Learning IP Software	₹ 21,73,629
	Project Management, Train the Trainers, Seminars (3, One per year)	₹ 29,00,000
		₹ 3,85,66,707





ANNEXURE B

BILL OF MATERIAL

S	Product Code	Particulars	Units per					
No			Center					
	Lab 1, Lab2 and Lab 3: Product Digitalization, Process Digitalization Lab, Bio Tech Specialised Lab							
1	NXACAD100	NX Academic Perpetual License Core+CAD	10					
2	NXACAD101	NX Academic Perpetual License CAE+CAM	10					
3	NXAMACAD100	NX AM Academic Add-on	10					
4	NXCACAD100	Solid Edge CAM Pro Academic Perpetual	10					
5	SE294	Solid Edge University Edition Perpetual	10					
6	SEACAD100	Solid Edge Master Academic Bundle (Subscription)	10					
7	FS2NX100	Fibersim for NX Perpetual Academic Bundle	10					
8	TCUACAD100	Teamcenter Unified Academic Perpetual License	10					
9	TNACAD100C	Tecnomatix Manufacturing Acad Perpetual License	10					
10	E080	Femap with NX Nastran: Basic Educational License	1					
11	SF2NX100	Syncrofit for NX Academic Bundle (Perpetual)	10					
12	SITACAD101	Academic Bundle for SIT UA and Manufacturing Intelligence	10					
13	TG20000E	5+ Educators/Administrator memberships (subscription)	1					
14	PLNACAD100	Polarion ALM Academic Product (subscription)	10					
15	PLNACAD101	Polarion VARIANTS (Add-on) Named User (Subscription)	1					
		Lab 4: Simulation & Analysis Lab						
16	SCACAD100	Simcenter 3D Academic Bundle	10					
17	STAR1035	STAR-CCM+ Academic Pack -(Subscription)	10					
18	ILACAD100	Simcenter Amesim Academic Bundle	10					
19	NXNACAD100	NX Nastran Academic Perpetual License	10					
20	STAR3040	HEEDS Academic Teaching Package (Subscription)	1					
21	TA50500E	PreScan/Base Educational (Subscription)	10					
22	TA50700R	Prescan/Base RS	1					
23	TA10111F	MADYMO/University/Standard Floating	10					
	Training : IP Software							
24	LAAS31001	PA-Perform SMB Membership	30					
		Lab 5: CNC Controller Lab						
25		808D Turning Kit table top	2					
26		808D Milling Kit table top	2					
27		840Dsl Kit	1					
28		SINUTrain(classroom license for 18 users)	1					

- Perpetual Software are with 3 year support from the date of LSDA/EULA acceptance
- Subscription license/ software are for 3 year from the date of LSDA/EULA acceptance.
- Server Mac ID and Temp Server will be provided by SRM UNIVERSITY for license Key generation and storage
- All hardware is with 3 years Standard and Applicable Support from the date of Dispatch
- Hardware delivery will take 10-14 weeks
- Items considered as consumables are not under support
- All third party Hardware and Software will follow their standard Support Terms







25th Sep 2022

The Registrar, SRM University, Delhi – NCR, Sonepat, Haryana

Reference: Ref: SIEMENS/SRM/COE/1608/VER2.0, 16th Aug 2020
 SRM PO no: SRMH-ET-PUR/Sep/20-21/00005 dated 18th Sep 2020

Subject: Siemens "Grant in Kind"

Dear Sir,

Siemens Industry Software provides integrated software solutions for product design, manufacturing planning and lifecycle knowledge management at the enterprise level. Siemens is enabling Students, Professionals, Start-ups, Industries etc. to reach closer to automation principle and achieving digitalization towards Industry 4.0.

Further to our discussion on the subject we would like to inform you that Siemens provides "GRANT (in- kind)" through its global program where "GRANT in the form of Kind" is given to specific Institutes (Global/India) through its GO PLM GRANT portal, One such Grant is being offered for setting up of a COE to SRM University – Delhi NCR.

We would like to clarify that this Grant-in-Kind or Contribution-in-Kind can be treated as steeply Discounted offer for this initiative to the institute. Siemens has offered 89.9% discount to SRM.

Yours Truly

For Siemens Industry Software (India) Private Limited

Anil Solanki, Business Head



25th Sep 2022

The Registrar,

SRM University, Delhi – NCR, Sonepat,

Haryana

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Yours Truly

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Anil Solanki, Business Head