

NAME : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
THROUGH : \_\_\_\_\_  
SIGNATURE : \_\_\_\_\_  
RECEIPT No. 131

FOR W.M.D.C. LTD.

AUTHORISED SIGNATORY



Western Maharashtra  
Development Corporation  
Ltd. 2nd Floor, Kubera  
Chambers, Dr. Rajendra  
Prasad Road, Shivajinagar,  
Pune 411 005.  
D-5/STP(V)/C.R.1014/01/  
08/205-208/08

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**Memorandum of Understanding (MOU)**  
between  
**N.K. Orchid College of Engineering and  
Technology, Solapur**  
and  
**Tata Technologies Limited**  
Date: January 16, 2015



**N. K. Orchid College of Engineering and Technology**, (hereinafter referred to as **NKOCET**), is a college of Engineering and Technology. Related studies started in the year 2008-2009 after getting approval from AICTE, New Delhi and recognized by Government of Maharashtra. It is affiliated to Solapur University, Solapur and run by The Pradnya Niketan Education Society, Pune (PNES), having its campus at Gat No.16, Solapur-Tuljapur Road, Near Mashroom Ganapati Temple, Tale-Hipparaga, Solapur - 413002.

And

**Tata Technologies Limited** (hereinafter referred to as "**Tata Technologies**") is a company registered under the Indian Companies Act, 1956 and has among other businesses, in the business of providing products and services to OEM and Engineering Sectors in the area of Automotive and Aerospace, having its registered office at 25, Rajiv Gandhi Infotech Park, Pune – 411 057.

In the course of this MOU both parties to the MOU mentioned above have been individually referred to as "Party" and jointly as "Parties".


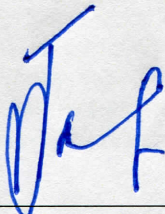
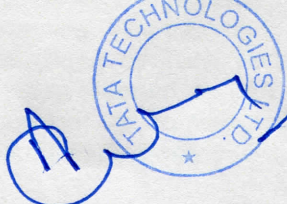
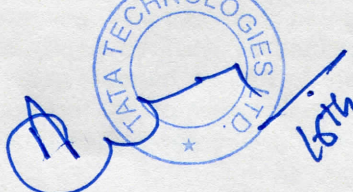
**Objective and Terms**

1. Tata Technologies under aegis of the Corporate Sustainability Program (CSP) has identified the need for imparting quality training in the "Design Engineering" domain to 3rd and 4th year Mechanical Engineering Students of **NKOCET**. The main intent behind this initiative is to better equip young engineers to increase awareness and industry connect. The Parties intend to enter in to this MOU to provide a frame work evaluating the area of collaboration between them and establish certain rights and obligations between the Parties during such evaluation. Tata Technologies plans to roll out this e-learning program as a pilot project in **NKOCET**.
2. This MOU further establishes an understanding between the Parties to do a pilot test for conducting a Design Engineering training for 3rd & 4th year Mechanical Engineering students ("Students") of **NKOCET** using methods and aids generally associated with distance learning. This training is being planned for the first time by Tata Technologies and is currently being conceptualised by Tata Technologies' employees who are experienced in Design Engineering. This program is being planned as part of the Tata Technologies very successful "**Ready Engineer Program**" under the aegis of its Corporate Sustainability. The program for purposes of this agreement will be referred to a "**Distance Ready Engineer**" or "**DRE**" hereinafter.
3. **DRE** is a voluntary initiative and Tata Technologies will design a course for the entire training. Tata Technologies' experts and experienced Design Engineering specialists will create an e-learning module hosted on iGET IT or a platform (as decided by Tata Technologies at that point of time) which will be licensed for use to selected engineering students of **NKOCET**.



4. The proposed methodology for the program will be decided by Tata Technologies in due course of time in consultation with its own consultants and NKO CET. The terms and conditions of the license to use the program will be provided by Tata Technologies in due course as may be required. All Intellectual Property Rights generated under this program will solely belong to Tata Technologies.
5. The training may require tests to be conducted on a regular intervals during the entire course of DRE to evaluate the students' performance and based on the results, necessary guidance will be given to the students by the NKO CET Professors (who have undergone the 'DRE Train the Professors Workshop') so as to achieve a satisfactory status.
6. NKO CET commits to make available the students, professors, training rooms and licensed CATIA V5 software on work stations during the course of the of the DRE program as may be required. This is necessary for a successful implementation and completion of the DRE program.
7. Tata Technologies may charge some nominal fees for the training as agreed between the Parties. The nominal fee obtained from through this course will be utilised for corporate sustainability programs.
8. Tata Technologies may hire the trained students and will have the 1<sup>st</sup> right of refusal for selection after these students complete their graduation which would mean that Tata Technologies may be the first company to interview these Students.
9. Proprietary information disclosed by Tata Technologies in the course of discussions and training under this MOU shall be kept highly confidential. NKO CET shall not use Tata Technologies' name or its trademarks or make any reference to the MOU or the DRE program in any manner of publicity without Tata Technologies' prior written consent.
10. Parties are aware that the business activities of Tata Technologies are self-regulated by the "Tata Code of Conduct" which is incorporated by reference herein. It can be accessed and downloaded from <http://www.tatatechnologies.com>.
11. This MOU is effective from the date of signing and will remain valid unless terminated by either Party, upon thirty (30) days written notice to the other Party.
12. This MOU shall be construed, and the legal relations between the Parties hereto shall be determined, in accordance with the substantive laws of India. The parties shall refer their disputes to the exclusive jurisdiction of the Courts at Pune, India.
13. Neither this MOU nor any negotiations or other understandings prior or pursuant to the execution of the MOU shall constitute a binding and legally enforceable MOU, nor give rise to any liability, between the Parties.

The Parties have caused their respective duly authorized representatives to execute and deliver this Agreement on the date mentioned herein above.

For N.K. Orchid College of Engineering and Technology, Solapur	For Tata Technologies Limited
 	  <p>6th Jan/2015</p>
Name: <b>Dr. J. B. Dafedar</b>	Name: <b>Anubhav Kapoor</b>
Title: <b>Principal</b>	Title: <b>General Counsel &amp; Company Secretary &amp; Member Executive Committee for CSP program.</b>