

महाराष्ट्र MAHARASHTRA

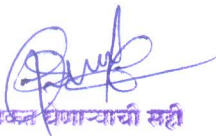
2018

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सर्वा कारणासाठी पत्राची मुद्रांक खरेदी केली त्याच कारणासाठी मुद्रांक खरेदीचे बंधनकारक आहे. महिन्यात यापुढे बंधनकारक आहे.

अनु. क्र. 21792 दि. 7/8/2018
मु. शु. रक्कम 500/- Agreement
दस्तावा प्रकार
दस्त नोंदणी करणार आहेत का ? होय / नाही
मिळकतीचे वर्णन
मुद्रांक विकत घेणाऱ्याचे नांव Dassaull Systemes Foundation - 3 AUG 2018
पत्ता Hinjewadi Pune- 411057
दुसऱ्या पक्षाकाराचे नांव Nk orchid College of engineer
हस्त व्यवहारीचे नांव व पत्ता chandrakant Buchade




मुद्रांक विकत घेणाऱ्याची सही

आर. एस. कंचिनबहोटी
परधाना क्र. २२०१०५३
महाडकर चेंबरस, कोथरुड, पुणे-३८
फोन. ०२०-२५४५०३४५ २५४५८४५४
SPONSORSHIP AGREEMENT

This Sponsorship Agreement (Agreement) is made on 14th sep 2018 ("Effective Date")

By and between

Dassaull Systemes Foundation, a Company incorporated under Section 8 of the Companies Act, 2013, and having its Registered Office at Plant 11, Pirojshanagar, Vikhroli (West), Mumbai – 400 079. CIN: U72900MH2017NPL302013 | Tel: +91-22-67056001 | Fax: +91-22-67056891; represented by Mr. Sudarshan Mogasale – in his capacity as Chairman of the Board of Directors (Hereinafter referred to as "DS Foundation")



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And

N K Orchid College of Engineering & Technology, Solapur, situated at Gat No.16, Solapur-Tuljapur Road, Near Mashroom Ganapati Temple, Tale-Hipparaga, Solapur 413002, established in the year 2008. N K Orchid College of Engineering & Technology, Solapur is self-financed Engineering College; registered as educational institute under Charitable Trust Act, and is represented by Dr. J. B. Dafedar in his capacity as Principal.

(Hereinafter referred to as “Partner”)

Hereinafter individually called as “Party” or collectively called as “Parties”

Whereas,

- A) **Dassault Systemes Foundation** is dedicated to transforming the future of education and research with the learning and discovery capabilities of 3D technology and virtual universes. Dassault Systemes Foundation supports projects in India to bring about transformation in Education and Research. It is working with the objective to improve engineering skills and support innovation in Indian Academia/ Research Centres, to accelerate education transformation, to encourage scientific research, to encourage vocation for science and engineering among young people and to support education programs for Underprivileged & Specially abled citizens. Dassault Systemes Foundation will help teachers, learners and scientist to leverage the power of 3D virtual world to stretch the limits of knowledge and to invent new ways to pass on this knowledge to current and future generations of Indian thinkers, inventors, builders and leaders.
- B) **PARTNER** is chartered in year 2008, with the Vision of achieving “Locally Rooted, Globally Competent Education”, N K Orchid College of Engineering & Technology (“NKO CET”) started operating from the academic year 2008-09. NKO CET has emerged as a preferred knowledge destination for aspiring Engineering students. NKO CET is well equipped with the state-of-the-art infrastructure, laboratories, smart classrooms, workshop to meet today’s global needs. NKO CET has highly qualified and experienced faculties who are committed to create a congenial student friendly environment. The institute NKO CET encourages the student’s innovation and creativity by arranging technical competitions and national level events like ORCHITECT every year. Along with Technical skills, NKO CET provides Soft Skills training to sustain in the challenging and competitive professional world. NKO CET is known for its strong teaching-learning process where lot of precedence is given on practical and real knowledge acquisition. NKO CET has given emphasis to applied projects based on industry problems.

The Partner hereby certifies to Dassault Systemes Foundation that Partner:

- Is a body of general interest, registered as per applicable laws
- Pursues non-profit making aims,

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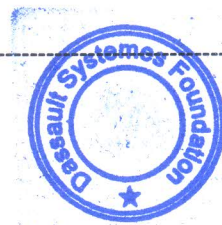
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J. B. Dafedar

J. B. Dafedar



- Is selflessly managed,
- Does not exist for the sole benefit of a circle of people.

Dassault Systemes Foundation wishes to support **N K Orchid College of Engineering & Technology, Solapur** by way of financial contribution, skill volunteering, and the Parties hereto have consequently agreed to enter into this sponsorship agreement (hereinafter the "**Agreement**").

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1. PARTNER'S PROJECT

N K Orchid College of Engineering & Technology wants to create application oriented specialised Course and Facility to develop solar energy / technology skilled youth and researchers, who can add value to the industry and society as a whole. This program aims to develop the solar domain skills of youth and make them industry ready for the Solar Energy powered Projects specifically in Design, Fabrication, Operations, Maintenance and Testing domain.

Objective is to develop curriculum, learning material and offer courses in Solar Energy domain for two important job roles: Engineering Job role (for design, development, manufacturing of Solar Energy powered equipments, solar power plants, research) and artisan skills Job role (for fabrication, installation, maintenance of solar powered equipments / devices).

This program also aims to encourage and promote new entrepreneurs in this emerging green energy domain by developing different solar- gadgets, devices, applications with research and development component in it.

Our 3 years objective is to make a state of art solar research facility in this region which will be useful for the entrepreneurs, industries and the other institutes.

The total scope is divided in to three phases.

Phase- I: Launching Solar Energy Applications Skill Development Program and well equipped Solar Energy Lab for students to carry out related project assignments. Laboratory and project work facility which is necessary for completion of this course will be developed in this phase. The course duration will be 120 Hours with 80 Hrs of theory classes and 40 hours of hands on practicals. As part of this course students will develop solar gadgets as project assignment. Every year 60 students will be developed as "Industry ready" in solar energy domain expertise and the schedule will repeat every year.

Phase- II: Develop Solar Fab Lab (in 2nd year, 2019-2020). Fab Lab means a digital design space and fabrication workshop, including the various technical resources that comprise it (e.g. 3D printers, machine tools or cutting machines, software, etc.).

Phase III: Establish Solar Research Centre (in 3rd year, 2020-2021)

This agreement pertains to Phase – I only.

(Hereinafter the "**Project**").



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ARTICLE 2. PURPOSE OF THE AGREEMENT

The Parties have entered into this Agreement in order to define the terms and conditions pursuant to which Dassault Systemes Foundation is supporting the Partner within the framework of the Project by providing a financial contribution.

ARTICLE 3. FINANCIAL CONTRIBUTIONS OF THE DASSAULT SYSTEMES FOUNDATION

Dassault Systemes Foundation shall make following financial contribution for Phase –I of the Project:

- a) Financial contribution of Rs. 12,49,000/- (Rs. Twelve Lakh Forty Nine Thousand) and
 - b) Donate equipments for the project, worth Rs 12,31,000/- (Rs Twelve Lakh Thirty One Thousand)
- Total equivalent to Rs 24,80,000/- (Rs Twenty Four Thousand Eighty Lakhs)

Financial contribution is provided to the partner to buy Energy Storing materials, Solar Simulators and developing Solar Dryers, Solar passenger car, branding and for miscellaneous activities.

Partner will provide details of the items purchased or expenses made out of the financial contributions and submit corresponding receipts or bills as applicable. In cases where such receipts cannot be furnished, suitable declaration shall be submitted by the Partner.

Dassault Systemes Foundation will donate equipments required for project, as per the list of equipments specified by the partner for execution of this project. Refer **Annexure B** for details.

Partner agrees to allow Dassault Systemes Foundation to use the donated equipments and the facilities developed by partner as part of this project; for any activities foundation wishes to carry out in future.

The contribution shall be paid in following stages of the Project:

- 1) Financial Contribution: in 4 to 6 weeks after signing the agreement
- 2) Equipment donation: as per mutually agreed time line indicated by vendors through whom equipments will be purchased

This financial contribution made by Dassault Systemes Foundation:

- 1) Shall be utilized by the **Partner** solely for the purpose of the **Project** and will be used as per the break-up provided in the Application Form submitted by partner and such relevant extracts are annexed hereto (refer annexure A).
- 2) Shall not be used to purchase licenses or access rights on Dassault Systemes offerings

Dassault Systemes Foundation will be allowed to audit usage of the funds provided by Dassault Systemes Foundation for the stated purpose.

The contribution amount shall appear on the tax receipt to be issued by the Partner no later than 30 days following the receipt of funds. This receipt shall be provided by Partner based on the form to be



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provided by Dassault Systemes Foundation, permitting Dassault Systemes consequently to benefit from tax reductions pursuant to Section 80G of the Income-tax Act, 1961.

The request for funds and the tax receipt shall be addressed to:

Dassault Systemes Foundation

Hemant Gadgil
Plot No. 15/B, Pune Infotech Park,
M.I.D.C. Hinjewadi, Phase 1,
Taluka Mulshi,
Pune 411 057, India

A copy of the request for funds shall be sent at the following email address:
Hemant.Gadgil@lafondation3ds.in

ARTICLE 4. DUTIES OF THE PARTNER AND CREDITS

The Partner agrees to:

- 1) Allocate the sums disbursed under this Agreement to the Project, and shall provide an itemized expense receipts to Dassault Systemes Foundation within **90 days**.
Dassault Systemes Foundation may audit the use of funds by the Partner from time to time in its discretion. Dassault Systemes Foundation representatives reserve the right to visit project site as and when required to monitor progress of the project.
- 2) Assign Project Manager for successful execution of the Project in a timely manner.
- 3) To ensure that all the infrastructure installed / used for the "**Project**" is handled with utmost care, is protected to the same extent that partner would protect its own property.
- 4) Share the know-how and learnings from the Project with other learners and related communities.
- 5) Prepare a report after the project duration is completed or at year end, whichever is earlier, and submit a certified copy to Dassault Systemes Foundation.
- 6) The partner shall ensure completion of project as per timelines mentioned in the Agreement.

The Partner agrees to send to Dassault Systemes Foundation a minimum of five photographs illustrating the Project. The Partner grants Dassault Systemes Foundation the right to use the photographs, to have them used directly or indirectly, to reproduce, represent, display and download them, to insert them in any communication medium related to the activities of Dassault Systemes Foundation (digital, paper, audiovisual or otherwise) or to have them inserted in a communication medium by a third party under the same conditions. These rights are granted on a worldwide basis and for the duration of protection of these photographs by copyright law.

The Partner confirms to Dassault Systemes Foundation that it obtained from all third parties (individuals or companies) all the necessary permissions to authorize the use of the aforementioned photographs by Dassault Systemes Foundation under the conditions defined above, including approval by those third parties for the use of their image on the photographs as defined above.

The Partner shall include in its promotional materials the mention that the Project has been made possible with the financial support of Dassault Systemes Foundation. Dassault Systemes Foundation shall provide, where necessary, logos to insert in the necessary formats. Partner shall not use Logo, trademark or any intellectual property of Dassault Systemes Foundation without express written



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consent of Dassault Systemes Foundation and the same shall be obtained after following due process specified by Dassault Systemes Foundation.

ARTICLE 5. RIGHTS AND LICENSE TO USE

The Partner hereby grants the Dassault Systemes Foundation, for non-profit and educational purposes, a non-exclusive, royalty-free, worldwide, perpetual, irrevocable and sub licensable right and license to use, execute, reproduce, display, perform and distribute, in whole or in part, and create derivative works of, and authorize others to do any of the foregoing, any educational materials (including but not limited to curricula, lesson plans and teaching materials) created or developed by the Partner in connection with the Project (the "Licensed Materials"). Further, the Partner shall promptly and fully furnish the Licensed Materials to the Dassault Systemes Foundation upon the completion of the Project. The Partner confirms and warrants that it has all rights necessary to provide the license granted in this subsection.

ARTICLE 6. SINGLE POINT OF CONTACTS

Each party shall appoint their representative as a Single Point of Contact (SPOC) for better coordination between the two parties

SPOC details:

<p>For: Dassault Systemes Foundation Name: Hemant Gadgil Address: Dassault Systemes Foundation Plot No. 15/B, Pune Infotech Park, M.I.D.C, Hinjewadi Phase-I, Taluka Mulshi, Pune 411 057 Ph: +91 (20) 6793 6600 Email id: Hemant.Gadgil@lafondation3ds.in</p>
<p>For : N K Orchid College of Engineering and Technology, Solapur (PARTNER) Name: Dr. Shrinivas S Metan Title: Professor & Head of Department Department: Mechanical Engineering Address: N K Orchid College of Engineering and Technology, Solapur Gat No.16, Solapur-Tuljapur Road, Near Mashroom Ganapati Temple, Tale-Hipparaga, Solapur 413002. Phone: +91 (217) 2500020/21 Cell Phone: 9552529283 Email id: shrinivasmetan@orchidengg.ac.in</p>

Each party shall notify the other of any modification in writing in case of change in the above SPOC.



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ARTICLE 7. TERM

- 1) This Agreement shall be effective from the 'Effective Date' and shall be valid for duration of 1 year.
- 2) During this term or any renewal term, either party may terminate this agreement upon sixty (60) days prior written notice to the other party, if any party is in breach of any material provision of this agreement and such breach is not cured within fifteen (15) days after written notice thereof is received by the breaching party.
- 3) In the event of termination of this agreement prior to expiry of the defined term, Dassault Systemes Foundation shall have no obligation to provide further funding to the partner and partner will continue to execute the project at its own cost.

ARTICLE 8. MISCELLANEOUS

This Agreement represents the entire agreement between the Parties in relation to the subject matter set forth hereunder, and replaces and supersedes any and all prior letters, proposals, offers and agreements with respect to similar subject matter. This Agreement may solely be amended by written agreement signed by the Parties and dated later than the date of signature of this Agreement.

The failure by either Party to enforce any default hereunder shall not be deemed a waiver, release or discharge of any subsequent default.

In the event any provisions of this Agreement are declared null, void or unenforceable by application of a law, regulation or further to a final decision of any competent judicial or administrative authority, the remaining provisions hereunder shall remain in force and effect.

The contracting Parties shall not be deemed to have entered into a partnership, joint venture or similar agreement by virtue of the provisions hereunder.

Unless specifically authorized in writing by the other Party, neither Party shall be deemed to be acting in any capacity whatsoever as representative of the other Party.

Neither party shall be liable for any non-performance of its obligations pursuant to the Agreement resulting from an event of force majeure as defined under applicable laws. If the performance of any of the obligations under this Agreement is prevented, restricted or interfered with by reason of fire or other casualty or accident, floods, strike or other violence (not due to any act, neglect or default of the party to Agreement), war or other violence, any law, or regulation of any government, governmental delay, or any act or condition whatsoever beyond the reasonable control of party to Agreement shall be called a "Force Majeure" event.

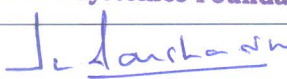
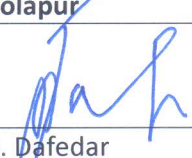
ARTICLE 9. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by laws of the Republic of India.

In the event the Parties fail to resolve any dispute related to the subject matter set forth herein within a reasonable time, the dispute shall be referred to for Arbitration in terms of the Arbitration and Conciliation Act 1996 or any statutory modifications thereto the place of Arbitration shall be Mumbai. The relevant courts of the city of Mumbai shall have jurisdiction over any matter arising out of this Agreement.



IN WITNESS WHEREOF the Parties have caused this Sponsorship Agreement to be executed the day and year first herein above written.

For and on behalf of Dassault Systemes Foundation <i>Dassault Systemes Foundation</i>	For and on behalf of N K Orchid College of Engineering and Technology, Solapur
 Director/Authorised Signatory	
Name: Sudarshan MOGASALE	Name: Dr. J. B. Dafedar
Designation: Chairman of Board of Directors Dassault Systemes Foundation	Designation: Principal N K Orchid College of Engineering and Technology
Date: 14 th SEP. 2018	Date: 14 th SEP 2018



Annexure A

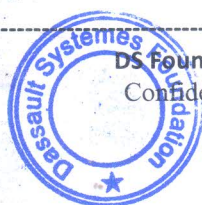
Financial contribution made by Dassault Systemes Foundation will be used by partner for following activities / purchase of equipment needed for project

Equipments required for the project; as requested by partner	Quantity	Indicative Price
Energy Storing Materials	20 Kg	₹ 15,000
Solar Simulator	1	₹ 2,00,000
Solar Dryers (Project Work)	1	₹ 5,50,000
Solar Passenger Car (Project Work)	1	₹ 4,50,000
Miscellaneous		₹ 34,000

Annexure B

List of equipment required for project; as requested by partner; will be provided by Dassault Systemes Foundation

Equipments required for the project; as requested by partner	Quantity	Indicative Price
Solar Intensity Measurement Pyranometer	1	₹ 2,50,000
Data Acquisition System	1	₹ 2,50,000
Charge Controller	5	₹ 10,000
Solar Panel 100 W	5	₹ 25,000
Solar Chart	5	₹ 5,000
PCUs, Load AC/DC, Digital Multimeter, cables, Connecting wires, Lead solder, Flux, Regulated Power Supply	2	₹ 25,000
Solar Inverter	2	₹ 40,000
Batteries	8	₹ 75,000
LDR OP-Amp (LM324) Bread Board	2	₹ 20,000
Photo diode & IR LED, LEDs (Red, Green, Blue)	2	₹ 30,000
Earthling rod & Earth Tester	4	₹ 5,000
Resistors (10k, 470 ohm, 1k, 100k, 1M ohm)	25	₹ 5,000
Soldering iron Solder wire	2	₹ 3,000
Educational Solar Kit	10	₹ 25,000
PV F-Chart Software	2	₹ 80,000
Thin film Solar Panel 100 W	3	₹ 18,000
Flexible Solar Panel 100W	3	₹ 50,000
Vacuum Tube Solar Water Heater	1	₹ 25,000
Solar Tracking (Self-Powered)	1	₹ 50,000
Moisture Meter	1	₹ 20,000
Solar energy storage properties measurements	1	₹ 2,20,000



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