

महाराष्ट्र MAHARASHTRA

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 दस्तावेज प्रकार
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 मिळकतीचे वर्णन
 मुद्रांक विकत घेणाऱ्याचे नांव डॅासॉय सिस्टीम्स फाउंडेशन
 पत्ता
 हुसैन्या पक्षकाराचे नांव हेजेवडी गौरी
 हस्ते द्यावलीचे नांव व पत्ता KLE Technological University, Hubli
 मुद्रांक विकत घेणाऱ्याची मही
 सौ. आर. एच. लिमये
 परवाना क्र. 2209096
 3, शुक्रवार पेठ, पुणे-411002

शिक्क कोबागार अधिकारी
 पुणे
 09 DEC 2019
 प्रथम मुद्रांक लिपीक
 कोबागार पुणे कलिका
 Hubli

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (Agreement) is made on 07-01-2020 ("Effective Date")

By and between

Dassault 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")

Handwritten signatures and initials

And

KLE Technological University, Hubballi, Karnataka, situated at **Vidya Nagar, Hubballi 580 031 Karnataka**, established in the year 1947, is an Educational Institute represented herein by Dr B Kotturshettar in his capacity as Head, School of Mechanical Engineering of the University. (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 - KLE Technological University, Hubballi**, is dedicated to offer distinctive curriculum to students that meets highest standards of excellence, generation and application of new knowledge through research and creative endeavors. KLE Technological University aims to enable and grow disciplinary and inter-disciplinary areas of research, that build on present strengths and future opportunities, aligning with areas of national strategic importance and priority. KLE Technological University is actively engaged in Socio-economic development of the region, by contributing expertise, experience and leadership, to enhance competitiveness and quality of life.

The Partner hereby certifies to Dassault Systemes Foundation that the Partner:

- Is a body of general interest, registered as per applicable laws
- Pursues non-profit making aims,
- Is selflessly managed,
- Does not exist for the sole benefit of a circle of people.

Dassault Systemes Foundation wishes to support **KLE Technological University**, by way of financial contribution, and the Parties hereto have consequently agreed to enter into this sponsorship agreement (hereinafter the “Agreement”).



NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

PARTNER'S PROJECT

A team of professors and students from **KLE technological University** wishes to implement project titled "Design and development of automated storage and retrieval system as an educational kit as 3DEXPERIENCE Twin".

Objectives of the Project

- Design and development of Automated Storage and Retrieval System (ASRS) using 3DEXPERIENCE Platform as an educational kit and learning program to complement the course on 3DEXPERIENCE Twin

Scope of the Project

- Design course on 3DEXPERIENCE Twin encompassing digital thread, monitoring and control of production processes, and integrating the virtual world and physical world
- Design and development of automated storage and retrieval system as an educational kit, and a learning course for students to expose them on design and implementation aspects of Automated Storage and Retrieval System (ASRS)
- Creation of basic framework for ASRS so that students can apply it for various types of products to be stored and retrieved for different business scenarios as per industry type
- This kit will replicate a fully automated storage and retrieval system (ASRS). The operations of ASRS will encompass stacking of incoming components on pallet, storing the pallet with components in a given location on a rack and retrieving a pallet from given location. Intelligence will be built, for example, to determine the location for storage to fulfil certain objectives. Further, 3DEXPERIENCE Twin can be used along with the historical data to predict the usage of locations.

Significance of the Project

- Automated Storage and Retrieval system will be developed in 3D Digital environment to improve understanding of various sub systems of ASRS, using which students can design and validate ASRS aspects for various products.
- Assist students to learn new trends, expose them to the entirely different and upcoming domain as a career opportunity & make them industry ready
- Exposing students as part of their engineering studies to this important aspects of future of business systems

Outcomes of the Project

- Development of ASRS system with educational kit and a curriculum
- Develop 3D Digital Learning contents and curriculum on ASRS
- Introduction of this course and training students on Automated Storage and Retrieval system including monitoring and control of production processes.
- Inclusion of this learning experience in the curriculum in a phase wise manner
- Publication of articles in reputed journals and publications

Learning Opportunity for students



- Design of integrated systems, 3D design and automation simulations
- Learning Automated Storage and Retrieval system which is important component of future business operations

Digital Content which will be developed

- Digital 3D content including simulation for identified set of 3D EXPERIENCE Twin of Automated Storage and Retrieval System
- Develop comprehensive learning/ teaching content in digital form on Automated Storage and Retrieval Systems work; and one semester subject curriculum

The Partner agrees to share all the content created or developed (including but not limited to findings of the project, analysis results, digital contents, syllabus design and teaching materials) as part of this project, to Dassault Systemes Foundation and will allow Dassault Systemes Foundation to use and share it with other institutes.

(Hereinafter the “Project”)

ARTICLE 1. 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 2. FINANCIAL CONTRIBUTIONS OF THE DASSAULT SYSTEMES FOUNDATION

Dassault Systemes Foundation shall make, financial contribution of **Rs. 8,50,000/-** (Rs Eight Lakhs Fifty Thousand)

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/college 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

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.

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

The contribution shall be One-time payment by Dassault Systemes Foundation, which should be made within four to six weeks from effective date of the agreement

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.

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 3. DUTIES OF THE PARTNER AND CREDITS

The Partner agrees to:

- 1) Allocate the sums disbursed under this Agreement to the Project, and shall provide 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) In the event if research scholars assigned by partner to work on this project, leave the project before completion of the scope, partner takes responsibility of assigning the research scholars in time and complete the scope of the project.
- 4) 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.
- 5) Share the know-how and learnings from the Project with other learners and related communities.
- 6) 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.
- 7) 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, relevant documents 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 may include in its promotional materials and website, 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 consent of Dassault Systemes Foundation and the same shall be obtained after following due process specified by Dassault Systemes Foundation.

ARTICLE 4. 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 5. SINGLE POINT OF CONTACT

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

SPOC details:

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
KLE technological University	
Name:	Sachin Karadgi
Title:	Associate Professor
Address:	KLE Technological University BVB Campus, Vidyanagar, Hubballi 580 031
Ph:	+91 78 999 11 836
Email id:	Sachin.Karadgi@kletech.ac.in

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



ARTICLE 6. TERM

- 1) This Agreement shall be effective from the 'Effective Date' and shall be valid for duration of three years.
- 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 may continue to execute the project at its own cost.

ARTICLE 7. 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.

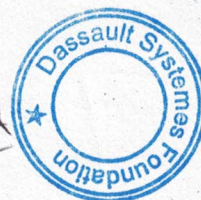
Unless specifically authorized in writing by the other Party, neither Party shall be deemed to be acting in any capacity whatsoever as representative of the other Party.

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.

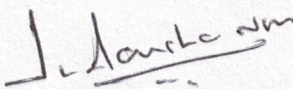
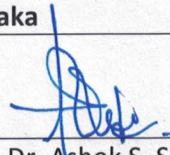
ARTICLE 8. GOVERNING LAW AND JURISDICTION

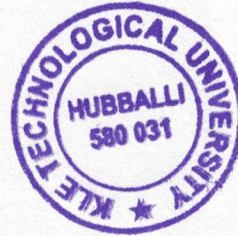
This Agreement shall be governed by laws of the Republic of India.

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	For and on behalf of KLE technological University, Hubballi, Karnataka
	
Name: Sudarshan MOGASALE	Name: Dr. Ashok S. Shettar
Designation: Chairman of Board of Directors Dassault Systemes Foundation	Designation: Vice-chancellor
Date: 07-01-2020	Date: 07-01-2020



Annexure A

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

#	Funding as requested by partner for (Equipment, Activities)	Quantity	Indicative Price In Rs
1	Servo motor with Planetary Gearbox (48V DC)	3	225,000
2	Servomotor terminal with OCT	3	90,000
3	Servo Control	1	18,000
4	Ultra compact industrial PC	1	85,000
5	Server desktop (Core i5-based, high performance)	1	75,000
6	Induction motor (1/2 HP)	1	5,000
7	Induction Motor System	1	9,000
8	Necessary hardware components and accessories	-	142,000
9	Digital course creation and publication	-	160,000
10	Advertisement	-	15,000
11	Contingencies	-	26,000
	Total		8,50,000/-

Partner agrees to provide access and allow use of hardware infrastructure which will be set-up using this financial contribution to Dassault Systemes Foundation and its partners for study, learning, research purpose.

