

Sponsored Research & Industrial Consultancy
I.I.T., Kharagpur

The M.O.U. signed between M/s - Rawatsons Engineers Private Limited and I.I.T., Kharagpur on 1.1.96 is forwarded herewith for information and record.

[Signature]
2-1-96
(D. Gunasekaran)
Deputy Registrar (SRIC)

To/

1. Secretary to Director
2. Secretary to Registrar

1. Be referred to the next meeting 8.03.96

2. Plz file
[Signature]
2/1

File:

One Copy sent to Registrar.

For the Nursery class
No of applicants from
IIT

No from outside
How many to be
admitted.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made on this 1st day of the month of January of the year Nineteen Hundred and Ninetysix.

BETWEEN

M/S RAWATSONS ENGINEERS PVT. LTD. having its registered office at 18A, Park Street, Calcutta - 700 071, hereinafter referred to as "Rawats" (which term or expression shall, unless excluded by or repugnant to the context or the meaning thereof, be deemed to include its successors and assigns) on the ONE PART.

AND

INDIAN INSTITUTE OF TECHNOLOGY, Kharagpur, an Institute of national importance created by an Act of Parliament having its registered office at Kharagpur - 721 302 (WB) hereinafter referred to as "IIT, Kharagpur" (which term or expression shall, unless excluded by or repugnant to the context or the meaning thereof, be deemed to include its successors and assigns) on the OTHER PART.

Whereas, Rawats is an organisation engaged in production and marketing of engineering goods and services in India and abroad with necessary technical and administrative back-ups.

Whereas, IIT, Kharagpur offers professional education, research including sponsored research and development and training in Science and Engineering Services to students, industrial houses and other Government and non-Government professional organisations.

AND

Whereas, Rawats is willing to collaborate with IIT Kharagpur in areas of simulators and in applications of simulations to solving various problems of industries, government, defence, railways, ports, airlines, etc. and to promote (i) a new company "SimTech Ltd." to be formed with financial and administrative support of

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Rawats in marketing simulators and simulation packages in India and abroad, and (ii) a School of Simulation Studies to popularise application of simulator and simulation in India through seminars, short term courses, symposia and to do R&D work on simulator and simulation technology.

AND

Whereas, IIT, Kharagpur is agreed to provide total technical and R&D support and collaborate with Rawats to promote (i) the new company "SimTech Ltd." and (ii) the School of Simulation Studies in IIT, Kharagpur.

AND

Whereas Rawats and IIT, Kharagpur jointly agree to collaborate in the two ventures mentioned earlier under following terms and conditions :

PART I - SimTech (proposed Company)

1. SimTech will be promoted by Rawats with either their total financial support or with financial support of their partners. The company will have its registered office at 18A, Park Street, Calcutta - 700 071.

IIT, Kharagpur will provide technical support in developing simulators and simulation packages that will be marketed by SimTech. Thus, IIT, Kharagpur has no financial stake in the company.

2. The Director of IIT, Kharagpur shall be ex-officio, non-executive Chairman of the company and a nominee of Rawats will be the Chief Executive and Managing Director. In addition, the Chairman, School of Simulation Studies and Dean (SRIC) will be the members in the Board of SimTech as nominees of IIT, Kharagpur. The other members of the Board shall be elected by the members of the company.
3. SimTech will have their works in Technology Foundation of IIT, Kharagpur.

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IIT, Kharagpur agrees to provide working spaces in Technology Foundation Building to SimTech under the prevailing terms and conditions of Technology Foundation. 4. SimTech and IIT, Kharagpur may jointly bid for projects on Simulation and Simulator development. For each joint project, IIT, Kharagpur and SimTech shall jointly finalise their respective extent of involvement. IIT, Kharagpur charges for the services to be provided to a project shall be determined by the prevailing Sponsored Research and Industrial Consultancy Rules of IIT, Kharagpur.

Similarly, the charges for the services provided to a project by SimTech, will be worked out by SimTech using their own norms. This will be binding on to two parties in the event of either of the parties getting the contract. On a project-to-project basis, facilities and technical support available with either of the two parties (SimTech and IIT, Kharagpur) will be made available to the other on payment basis.

5. SimTech shall donate 15 percent of the profit before tax in every accounting year for the promotion of simulation and simulation related activities to the School of Simulation Studies.
6. Subject to availability, IIT, Kharagpur agrees to provide guest house, quarters for the accommodation on payment basis.
7. Rawats shall, in due course, create a Chair Professor position on Simulation Studies. In the event of such a Chair being created, a part of his time will be utilised by SimTech for coordinating / expediting the project that is assigned to IIT, Kharagpur by SimTech.
8. In the event of liquidation of SimTech, IIT, Kharagpur shall have no financial liability and its assets can not be attached. Rawats agree to indemnify IIT, Kharagpur against all cases related to simulator and simulation activities for which this Memorandum of Understanding is reached.

PART II - School of Simulation Studies (proposed School)

1. School of Simulation Studies shall be a joint endeavour of SimTech and IIT, Kharagpur to foster growth and research in the area of simulation. It shall :
 - i) arrange common meeting place for all faculty and students interested in simulation,
 - ii) arrange periodic group meetings, and exchange of ideas, internally within IIT, Kharagpur,
 - iii) seek participation of national and international agencies (e.g., CACI, LOGICON, etc.),

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- iv) organise training programmes, short courses and annual seminar / symposium, etc.,
 - v) develop new simulation software and hardware tools,
 - vi) develop new areas of simulation application.
2. The School of Simulation Studies shall be headed by a Chairman who will coordinate simulation related activities within IIT, Kharagpur. In addition, it will have an Advisory Committee with some members from industry, two members from SimTech and two members from IIT, Kharagpur. The Director, IIT, Kharagpur shall be Ex-Officio Chairman of the Advisory Committee.
 3. The SimTech's works in Technology Foundation will provide all secretarial assistance including telephone, telex, etc. to the School, free of cost.
 4. IIT, Kharagpur shall provide the venue for periodic meeting, group discussion, seminar, symposium, etc. for the School.

FINANCE FOR THE SCHOOL

1. All seminars, symposia, training programmes, short courses shall be self-supporting. For this purpose, the prevailing IIT, Kharagpur rules will be applicable.
2. IIT, Kharagpur shall maintain a separate account for the School. The surplus, generated from seminars, symposia, etc. the contribution (or its interest) from SimTech, the donations from any national / international body or individuals to the cause of simulation, shall be source of revenue for the School.
3. The School will not have any permanent core staff until such time it becomes financially viable.
4. The softwares and hardwares donations received from various agencies by School shall be the asset of the School which may be located in such places where they can be best utilised.
5. Any assets created using the funds of the School shall also be treated assets of the School and will be similarly used.
6. IIT, Kharagpur agrees to provide duly audited statement of accounts for the funds of the School to the Advisory Committee of the School and SimTech.

VALIDITY AND AMENDMENTS TO THIS MOU

1. This agreement shall initially be valid for a period of five years from the date it is signed and it is extendable further on review.

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2. The amendments to this agreement may be done by the two parties with mutual understanding.
3. The agreement could be terminated on mutual consent, giving a three months notice by either of the parties to the other.
4. Should there be any difference between the two parties on any aspect of this agreement, the matter will be referred to an arbitrator to be jointly appointed by Rawats and IIT, Kharagpur and his decision will be final and binding to both the parties.

For and on behalf of
M/s Rawatsons Engineers
Pvt. Ltd., Calcutta

Witness

1. Malayuk
(MALAYA KHANDELWAL)

2. [Signature]
1.1.96

[Signature] 1.1.96

For and on behalf of
Indian Institute of
Technology, Kharagpur

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Industrial Consultancy
IIT, Kharagpur-721 302

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1. (D. GUNASEKARAN)
Deputy Registrar - SR
IIT Kharagpur. IC
2. [Signature]
T.R. Muralidharan
Suptt., SIC.