



Office of Alumni Affairs & International Relations  
Indian Institute of Technology Kharagpur  
Kharagpur – 721 302



Ref: 2165/2024/OIR

Date: 15.02.2024

NOTE

The following draft MoUs along with the top covers are being placed to the Legal Cell for its feedback before placing them in the MoU committee meeting on 20<sup>th</sup> February, 2024.

Requesting comments/feedback at the earliest

1. University of Adelaide
2. Siemens Industry Software (India) Limited


  
15/02/2024.  
IR Executive

  
Junior Assistant

  
15/2/24  
Executive Officer


  
15/2  
Assistant Registrar

Associate Dean (AA&IR)

  
16/2/2024.

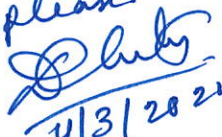
  
Enclosures:

1. MoU top Cover of University of Adelaide
2. Draft MoU of University of Adelaide
3. MoU top Cover of Siemens Industry Software (India) Limited
4. Draft MoU of Siemens Industry Software (India) Limited

The necessary changes have been made  
to the drafts.  


  
01/03/24

Asst Dean (AA & IR)

AA&IR for NA please  
  
4/3/2024.







# Office of Alumni Affairs & International Relations

## Indian Institute of Technology Kharagpur

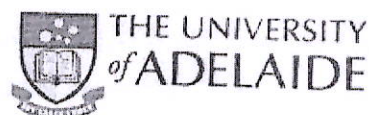
### Proposal for entering into an institutional MoU with a national/international partner university/ institution/ organization

*Instructions:* Please submit the signed hardcopy along with supporting documents to Office of IR  
Please email scanned copy of this form along with softcopies of supporting documents to:  
koushiki@adm.iitkgp.ac.in

Name and address of proposed partner		The University of Adelaide Adelaide, South Australia 5005 Australia
National / international standing of proposed partner (QS World Ranking)		QS World Ranking: 89  University of Adelaide is Australia's <b>third oldest university</b> founded in 1874, and currently celebrating its <b>150th anniversary</b> . It is a member of the prestigious <b>Group of Eight (Go8)</b> – Australia's top research-intensive universities. It has produced <b>5 Noble Prize Winners</b> , a third of the total number of winners from Australia.
Extent of past / ongoing collaborations between IIT Kharagpur and proposed partner		From IIT KGP: <b>Prof. Saibal Gupta</b> , from Geology and Geophysics has won the prestigious AISRF grant with colleagues from Adelaide (INT/AUS/P-28-09). <b>Prof. Bhargab Maitra</b> from Civil Engineering visited Adelaide in 2022 and <b>Prof. Paresh Nath Singha Roy</b> from Petroleum Engineering visited in 2023.  From UoA : <b>Prof. Martin Lambert</b> was in residence at Kharagpur for several months on a water research project. <b>Prof. Peter Scriver</b> has lectured at the Architecture school several times since 2016. <b>Dr. Amit Srivastava</b> has most recently visited Kharagpur in 2023 and again in 2024.
Expected activities in the next 3 years if MoU is signed	1 <sup>st</sup> Year	<b>Research-focused activities:</b> Joint application for “ <b>Global Partnership Seed Funding Program</b> ” at University of Adelaide by the IIT KGP and University of Adelaide faculty. A comprehensive <i>faculty mapping</i> exercise to establish inter-university working groups in the three broader domain of “ <b>Geology, Petroleum and Mining</b> ”, “ <b>Civil, Environmental and Architecture</b> ” and “ <b>Energy Science and Engineering</b> ”. This shall facilitate joint application for several Indo-Australia government funding schemes by the faculty of IIT KGP and University of Adelaide, Australia. <b>Teaching-focused activities:</b> PhD thesis committee/expert participation for the graduate students on either side.

OAA&IR Noting and  
reporting to Dean  
(OR&AA)





## MEMORANDUM OF UNDERSTANDING

Between

**THE UNIVERSITY OF ADELAIDE,  
AUSTRALIA**

and

**Indian Institute of Technology, Kharagpur,  
INDIA**

**1. Collaboration**

The University of Adelaide and Indian Institute of Technology, Kharagpur wish to collaborate in order to benefit their research and teaching activities, and to further the internationalisation of both parties.

**2. Purpose**

The purpose of this MOU is to establish a framework within which co-operation may develop between the two institutions. This will occur within the context of the regulations and policies of each party, and subject to the availability of resources.

**3. Co-operation**

Co-operation between the two parties may include such activities as:

- Exchanges of students and academic staff;
- Exchange of publications, academic materials and other information;
- Collaborative degree programs at the undergraduate and postgraduate levels;
- Participation in PhD and Masters by Research programs by staff of either party; [option]
- Joint quality assurance and benchmarking;
- Such other projects for mutual benefit that are agreed upon by both parties.

**4. Activities**

Specific programs or activities will be undertaken under this MOU only after the written agreement of both parties. The terms and conditions of the program or activity, including any financial arrangements, shall be set out in a written Agreement signed by an authorised representative of each party.

**5. Liaison**

- a) Both parties shall designate a liaison office for this MOU and for any subordinate agreements under this MOU. For the University of Adelaide, the office shall be the Deputy Vice-Chancellor and Vice-President (External Engagement). For Indian Institute of Technology, Kharagpur, the liaison office shall be .....
- b) Each party will endeavour to resolve any difficulties or disagreement in a spirit of co-operation and negotiation at an operational level.

**6. Marketing and Publicity**

- a) The parties agree to discuss and agree upon appropriate promotion of the activities undertaken collaboratively under this MOU.
- b) Neither party may, without prior approval from the other party or otherwise in accordance with a written agreement between the parties, imply any endorsement by the other party of its products or services.
- c) Any use by one party of the name or logo of the other must be in accordance with the other party's policies and approval processes or otherwise in accordance with a written agreement between the parties.

**7. Confidential Information**

- a) Each party agrees to treat as confidential all information designated as confidential or which by its nature is confidential or which is disclosed in circumstances importing an obligation of confidence that is obtained from the other party in connection with this MOU or activities undertaken pursuant to this MOU and not disclose such information except:
  - i. to such of its personnel as have a legitimate interest in the confidential information to be disclosed to them;
  - ii. as may be required by applicable law (in which case, if permitted, prior to disclosure, the party must consult with the other party about the form and content of such disclosure); or
  - iii. as the parties may agree in writing.
- b) This clause 7 does not apply to information that is or becomes available in the public domain, is already lawfully known to the receiving party, or has been independently developed by the receiving party, other than as a result of a breach by a party of their confidentiality obligations.
- c) Nothing contained in this MOU or in any disclosures made under this MOU shall create or imply, or be construed as granting to the receiving party any license or other rights in or to the confidential information and/or any intellectual property rights or act as a waiver of any rights that the disclosing University may have to prevent infringement or misappropriation of any intellectual property rights owned or controlled by the disclosing University.

**8. Term**

This MOU comes into effect when the last signatory signs. It will remain in effect for a period of XX years from that date. Not less than six months prior to its expiry, the two parties will review its operation and decide whether or not to renew it. Any such renewal shall be signed by an authorised representative of each party, and may include variations to this MOU.

**9. Termination**

This MOU may be terminated by the written mutual consent of both parties, or by either party giving 60 days written notice to the other party.

**10. Government Directions**

The parties acknowledge that this Agreement is subject to government regulations and legislation in the jurisdiction of each party. Notwithstanding any other provision of this Agreement, both parties agree to cooperate in good faith to do all things reasonably necessary to give effect to any government directions, declarations or orders that may be made under government regulations and legislation, and any such actions taken including the termination or amendment of this Agreement.

**11. Status of MOU**

This MOU places no financial or legal obligations on either of the parties, nor does it create any legal relationship between them and is not binding on the parties, except for clause 6 Marketing and Publicity, clause 7 Confidential Information and clause 10 Government Directions which are intended to be binding on the parties.

both -

**12. Electronic execution and counterparts**

The parties agree this Agreement may be executed by electronic signature and transmitted by electronic means, and may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

Signed on behalf of Indian  
Institute of Technology,  
Kharagpur by an authorised  
representative:

Signed on behalf of **The University of  
Adelaide** by an authorised representative:

**Draft not to be signed**

.....  
[name]  
[title]

Date: .....

.....  
Dr Jessica Gallagher  
Deputy Vice-Chancellor and Vice-President  
(External Engagement)

Date: .....

witness

①

②







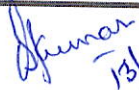

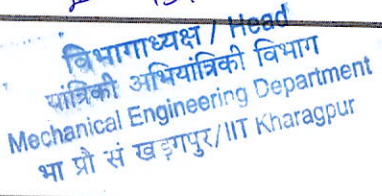
# Office of Alumni Affairs & International Relations

Indian Institute of Technology Kharagpur

## Proposal for entering into an institutional MoU with a national/international partner university/ institution/ organization

Instructions: Please submit the signed hardcopy along with supporting documents to Office of IR  
Please email scanned copy of this form along with softcopies of supporting documents to:  
koushiki@adm.iitkgp.ac.in

Name and address of proposed partner		Siemens Industry Software (India) Limited
National / international standing of proposed partner (QS World Ranking)		National (Industry)
Extent of past / ongoing collaborations between IIT Kharagpur and proposed partner		Not known
Expected activities in the next 3 years if MoU is signed	1 <sup>st</sup> Year	Academic training of Advanced CAD software through CSR mode. The software is made by and Siemens by name NX CAD. These will be used in class room / labs (during class hours and outside class hours) at no charge.
	2 <sup>nd</sup> Year	May be renewed by Siemens and IIT Kharagpur after review.
	3 <sup>rd</sup> Year	May be renewed by Siemens and IIT Kharagpur after review.
How the MoU will benefit IIT Kharagpur		Train our students at UG and PG levels with advanced CAD-CAM capabilities that are industry standard. Initially the proposal is for 200 students each year by Siemens and its partners. Subsequently over time, the numbers can be increased and managed by IIT Kharagpur faculty, staff and senior students.
Does the proposed partner have an MoU with any other IIT? If yes, please give details		Yes/ No

Has the proposed partner accepted IIT Kharagpur's standard MoU template?	Yes/ No
If No above, has the proposed partner suggested any MoU draft? If yes, please attach	Yes/ No- Attached.
MoU proposed by (Name, Designation and Signature of Proposing Faculty)	Name: C.S.Kumar Designation: Professor Affiliation: Mechanical Engineering Department Email: kumar@mech.iitkgp.ac.in Phone: +91-3222-282934 Signature:  13/02/2024
Recommended by D/S/C Head/Dean (Signature with date and seal)	Head, Mechanical Engineering Department  13/02/2024
Forwarded by Associate Dean, Alumni Affairs & International Relations	
Forwarded by Dean Outreach & Alumni Affairs	
Approval by Deputy Director	
OAA&IR Noting and reporting to Dean (OR&AA)	



Mechanical Engineering Department  
IIT Kharagpur

Dated : 29.01.2024

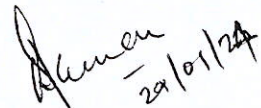
SIEMENS Industry Software (India) Pvt. Ltd. has approached IIT Kharagpur through email dated 12<sup>th</sup> September 2023 and in a meeting held on 5<sup>th</sup> of October 2023 made offering of a software to IIT Kharagpur to use in its classes in a free mode as a part of their corporate social responsibility. It was discussed with Dean, CE on the 5<sup>th</sup> of October 2023. They have also indicated that they will train some of the faculty and staff of the IIT in a short mode after which it can be used for training students in classes or any other programmes.

They have subsequently provided an offer on the basis of a MOU to be signed with IIT Kharagpur (as attached). There is no cost financial implication to IIT Kharagpur for this activity.

It was opined that the software can be beneficial for teaching CAD-CAM, CIM related classes and enhancing employability of our students. The following have discussed in the Department with a few faculty as below.

- Dr. C.S. Kumar for CIM & related courses
- Dr. Sankha Deb for CIM & related courses
- Dr. Aditya Bandopadhyay other courses
- Dr. S. Paul other courses

Approval may please be given by competent authority to accept the MOU and work along with the company so that it can be used in the spring semester of 2023-24 onwards.

  
29/01/24

C.S.Kumar  
Professor  
Lab In-Charge CAD-CAM, DDML  
and Robotics Laboratory  
Mech. Engg. Dept.

Head, ME

Dean, CE

forwarded

30.01.2024

विभागाध्यक्ष / Head  
यांत्रिकी अभियांत्रिकी विभाग  
Mechanical Engineering Department  
भा प्रौ सं खड़गपुर / IIT Kharagpur







**MEMORANDUM OF UNDERSTANDING  
(MOU)**

**BETWEEN**

**SIEMENS INDUSTRY SOFTWARE (INDIA) PRIVATE LIMITED**

**AND**

**INDIAN INSTITUTE OF TECHNOLOGY, IIT Khargpur**

This Memorandum of Understanding (MOU) is made this 1<sup>st</sup> day of November, 2023

**Between**

**SIEMENS INDUSTRY SOFTWARE (INDIA) PRIVATE LIMITED**, a company incorporated under the Indian Companies Act, 1956 having its registered office at E-20, 1st & 2nd Floor, Hauz Khas, New Delhi - 110 016 (hereinafter referred to as "**Siemens**");

**AND**

**Indian Institute of Technology, Kharagpur, Kharagpur, West Bengal**, a public technical university, having its office address at Kharagpur, Kharagpur, India – 721302 (hereinafter referred to as "**Institute**").

*West Bengal*

Siemens and Institute may be referred to as the "Party" individually and as the "Parties" collectively, as the context may require.

**Whereas:**

Siemens is a provider of digitalization, digital transformation solutions in India. As a committed corporate citizen, Siemens considers it as its responsibility to foster sustainable local development as well as to augment the growth by adding value to the local economy in which it operates. Skills and knowledge are the driving forces of economic growth and development for any country.

IIT Khargpur, is one of the premier Institutes setup for upgrading the technical and behavioural skills of engineering students.

Siemens is duly authorized to undertake the Corporate Social Responsibility ("CSR") activities and agrees to work with the Institute.

NOW THEREFORE it is mutually agreed by and between the Parties as under:

**1. PURPOSE OF MOU**

Confidential





Under the Corporate Social Responsibility initiative, Siemens desires to collaborate with the Institute to provide its software for academic purposes to students. This program is intended to enable students to get hands-on experience on the software supplied by Siemens. Siemens and/or its channel partner do not promise or commit any placement, internship, or any other support after completion of the course in the Institute.

## **2. RESPONSIBILITIES OF THE PARTIES**

### **(i) Siemens responsibilities:**

- (a) Siemens shall grant license of its academic software to the Institute. The number and license type shall be decided by Siemens and, the license shall be delivered through an electronic medium to the Institute to download and/ access through their systems. The details of software are mentioned under Annexure "A".
- (b) Siemens may supply limited hardware components (excluding desktop, servers, laptop etc,) to complement the lab in which Siemens software is installed.
- (c) Siemens shall arrange to provide one-time initial training, through its authorized channel partner, on its software to the faculty of the Institute.
- (d) Siemens shall offer maintenance support on the software, through its authorized channel partners, for a period of 1 year from the date of shipment.

### **(ii) Institute responsibilities:**

- (a) Institute will arrange and setup the required IT hardware, infrastructure, laboratories as per the suggestion of Siemens or its authorized channel partners and, also obtain necessary permissions and approvals. On delivery of the hardware, the risk of loss or damage and title of the hardware shall be of the Institute. Any damage caused to hardware shall be the responsibility of Institute.
- (b) Institute shall deploy faculty who has the requisite knowledge to understand the software functionalities.
- (c) Institute will electronically accept the license agreements applicable for the use software. Institute shall ensure that any courseware or material provided to the faculty is used for academic purposes only.
- (d) Institute shall use the software licenses supplied to it in accordance with the applicable licensing terms.

## **3. CONFIDENTIALITY & NON-DISCLOSURE**

- (a) During the term of this MOU, either Party hereto (the "Disclosing Party") may disclose to the other (the "Receiving Party") confidential and proprietary information of the Disclosing Party including, but not limited to, plans, ideas, operations, processes, intentions, production information, know-how, copyrights, design rights, trade secrets, market opportunities, business affairs and/or technical activities and which, if disclosed in writing is labelled as being confidential and proprietary, and if disclosed orally or visually is identified as confidential or proprietary and at the time of disclosure is summarised in writing and delivered to the receiving Party within thirty (30) days of disclosure of such information (hereinafter called "Confidential Information"). The Parties recognise that they may have access to the Confidential Information belonging to the other Party and each Party desires that such Confidential Information remain confidential. Each Party agrees that all Confidential Information communicated to the other in any manner will be used by the Receiving Party only in accordance with this MOU. Save for Clause 3(b), no Confidential Information will be disclosed by any Party to any third party, without prior written consent of the other Party.
- (b) The Receiving Party shall disclose the Confidential Information to its Representatives and related corporations only to the extent that is required for the carrying out of the objectives under this MOU and/or for audit and/or compliance purposes. The term "Representatives" means agents, directors, officers, employees, staff, students and advisors of such Party (including, without limitation, attorneys, accountants, and consultants), affiliates of such Party and the agents, directors, officers, employees, students and advisors of such affiliates.





- (c) The confidentiality provisions will not apply to any Confidential Information that (i) was or becomes generally available to the public other than as disclosure by any party in violation of this MOU; (ii) was in the Receiving Party's possession prior to receipt from the Disclosing Party; (iii) is independently developed by the Receiving Party without the use of the Disclosing Party's Confidential Information; (iv) is required to be disclosed by the Receiving Party by a governmental agency or law, so long as the Receiving Party provides the Disclosing Party with written notice of the required disclosure upon receipt of notice of the required disclosure within a reasonable time; (v) is properly received by the Receiving Party from a third party who is rightfully in possession of it; (vi) corresponds to that furnished by the Disclosing Party to any third party on a non-confidential basis; or (vii) is approved for release by prior written authorisation of the Disclosing Party.
- (d) Upon demand, the parties shall comply with each other's instructions regarding the disposition or return of the Confidential Information in its possession or control, provided that the Receiving Party will keep one (1) copy of the Confidential Information for audit purposes, maintenance of secretarial records or record purposes in connection with compliance with this MOU, where such Confidential Information is saved pursuant to automatic archiving or back-up procedures, or where required by law, court order, decision, or lawful request by governmental, judicial or statutory regulation.
- (e) The obligations in Clause 3 shall survive the termination or expiry of this MOU by a period of three (3) years, after which the confidentiality obligations shall expire and cease to apply.

#### **4. PARTIALLY-BINDING NATURE**

Save for Clauses 3 to 14 which shall be legally binding ("Binding Clauses") on the Parties, the rest of the MOU is a non-binding expression of the current intentions of the Parties, and neither Party will incur nor be bound to any legal obligations or expense hereunder to the other Party until and unless definitive, legally binding agreements have been negotiated, approved by the necessary management levels of each Party and executed and delivered by authorised representatives of both Parties.

#### **5. LIMITATION OF LIABILITY**

- (a) Unless otherwise expressly stated under the terms of the MOU, neither Party shall be liable to the other Party or any third party by reason of any implied warranty, condition or other terms or any duty at common law, for any loss or damage howsoever arising out of or in connection with this MOU, save where such loss or damage arose directly from the gross negligence or wilful default of that Party.
- other* (b) Notwithstanding anything to the contrary under this MOU, neither Party shall, in any event, be liable to the *other* Party for any special, consequential, incidental, punitive, exemplary or indirect losses or damages whether in contract or tort, including but not limited to, the loss of revenue, loss of profit, cost of capital, loss of business reputation or opportunity, whether such liability arises directly or indirectly out of this MOU or the performance or non-performance of its obligations hereunder, and regardless of forms of action.

#### **6. CORPORATE AUTHORITY**

Each Party represents it has taken all necessary corporate action to authorise the execution and consummation of this MOU and will furnish the other party with satisfactory evidence of same upon request. Each Party agrees to negotiate in good faith the execution of such other documents or agreements as may be necessary or desirable for the implementation of this MOU and the effective execution of the transactions contemplated hereby and shall continue to do so during the term of this MOU.

#### **7. INTELLECTUAL PROPERTY RIGHTS**

Either Party shall not use the name or trademark or logo of the other Party in any advertisements without prior written consent of the other Party. The Parties hereto will respect each other's intellectual property rights in relation to their respective brands, logos etc. during the currency of this MOU and after the expiry thereof. No Party shall have any right, title or interest in any other Party's intellectual property. No rights are granted by this MOU, either expressly or by implication, by any Party to any other Party under any patents or patent applications now or hereafter owned or controlled by a Party. Each Party will retain all rights in any software, ideas, concepts, know-how, training materials or any other proprietary material or information that it owned or developed prior to the inception of this MOU, or acquired or developed thereafter without reference to or use of the intellectual property of the other Party.

#### **8. EFFECTIVE DATE, PERIOD AND TERMINATION**





This MOU shall come into effect from the date of signing. This MOU shall be valid for a period of one (1) year from the date of execution and shall be renewed for further terms with mutual agreement between the Parties. The Parties may terminate this MOU, with or without assigning any reasons thereof, on giving not less than one (1) month prior written notice of intention to do so, to the other Party.

**9. RELATIONSHIP**

This arrangement under this MOU is on a Principal-to-Principal basis and does not create any employee-employer relationship between the Parties. Nothing contained herein shall be deemed to create any partnership, joint venture or agency relationship between the Parties or a merger of their assets or their fiscal or other liabilities or undertakings or create any employment or relationship of principal and agent between the Parties and/or its Representatives.

**10. NO EXCLUSIVITY RESTRICTIONS**

This MOU does not subject either Party to any exclusivity restrictions and in particular the Parties reserve their rights to enter into similar arrangements, agreements or contracts with any other party or parties without prior consultation or consent from the other Party.

**11. PUBLICITY**

Neither Party shall make any public disclosure, except as may be required by applicable law, relating to discussions and or terms related to this MOU, without obtaining prior written consent of the other Party. Either Party shall not make, or to the best of its knowledge, let its employees, agents or subcontractors make, any public statement relating to the other Party.

**12. MODIFICATION, AMENDMENT, SUPPLEMENT OR WAIVER**

No modification, amendment, supplement to or waiver of this MOU or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by the authorised representative of the Party against whom enforcement is sought. A failure or delay of any Party to this MOU to enforce at any time any of the provisions of this MOU 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 MOU.

**13. APPLICABILITY OF LAWS**

*Khalagpur*  
This MOU shall be governed and construed in accordance with the laws of India and the courts of New Delhi shall have the exclusive jurisdiction to entertain any dispute or suit arising out of or in relation to this MOU and.

**14. Notice:**

Any notices, requests, demands or other communication required or permitted to be given under this MOU shall be written in English and shall be delivered in person, or sent by courier or by certified and registered mail or by e-mail, postage prepaid or transmitted by facsimile and properly addressed as follows:

- a. In case of Institute, the point of contact shall be Mr. \_\_\_\_\_ (Contact no. +91 \_\_\_\_\_ and e-mail ID \_\_\_\_\_).
- b. In case of Siemens, the point of contact shall be Mr. Avick Chakraborty (Contact no. +91 94043 28425 and e-mail ID- [avick.chakraborty@siemens.com](mailto:avick.chakraborty@siemens.com)) and Mr. Akhilesh Sahi (Contact no. +91 98715 02221 and e-mail ID - [akhilesh.sahi@siemens.com](mailto:akhilesh.sahi@siemens.com))

**15. COMPLIANCE WITH LAWS**

Each party represents and warrants that it will comply with all applicable laws in respect of the activities contemplated this MOU, including, without limitation, laws and regulations relating to taxation, exchange controls, and customs requirements, as well as with any anti-corruption, antitrust, anti-money laundering or other criminal law, rule or regulation applicable to it.

**IN WITNESS WHEREOF**, the Parties have executed this MOU effective as of the date above.





For INDIAN INSTITUTE OF TECHNOLOGY, IIT Khargpur	For SIEMENS INDUSTRY SOFTWARE (INDIA) PRIVATE LIMITED
Signature	Signature
Name	Name : Mathew Thomas
Designation	Designation: CEO & Managing Director
Date	Date : 01 <sup>st</sup> day of November, 2023
Place	Place : Mumbai

For SIEMENS INDUSTRY SOFTWARE (INDIA) PRIVATE LIMITED
Signature
Name : Sridhar Subramaniam
Designation: CFO & Director
Date : 01 <sup>st</sup> day of November, 2023
Place : Mumbai

witness:

①

②

①

②



Annexure "A"

Details of software

S No	Product Code	Particulars	Units per Center
1	NXACAD100	NX Academic Perpetual License Core+CAD	20
2	NXACAD101	NX Academic Perpetual License CAE+CAM	20
3	TG20000E	5+ Educators/Administrator memberships	5



