

Memorandum of Understanding

Between

Department of Heavy Industry
Ministry of Heavy Industries and Public Enterprises, Government of
India

And

Steinbeis GmbH & Co. KG für Technologietransfer

For

Desiring to develop cooperation in the Manufacturing sector

This Memorandum of Understanding is made

BETWEEN

Ministry of Heavy Industries and Public Enterprises, Govt. of India, Department of Heavy Industry, New Delhi -110001, hereinafter also referred to as (DHI);

AND

Steinbeis GmbH & Co. KG für Technologietransfer (represented by Steinbeis Transfercentre – Economic and Technology Policy Dialogue, and Steinbeis Centre for Technology Transfer India and Xperitus Consulting Pvt. Ltd.) Stuttgart, hereinafter also referred to as **(STW)**

Hereinafter also individually referred to as "**Party**" and collectively as "**Parties**".

WHEREAS,

Vishwan
[Signature]

Article 1: The Parties

(a) i. Steinbeis is an international service provider in entrepreneurial knowledge and technology transfer. The Steinbeis Transfer Network is made up of about 1,000 enterprises with around 6,000 experts committed to practical transfer between academia and industry. Specialized in chosen areas, Steinbeis Enterprises' portfolio of services covers research and development; consulting and expert reports as well as training and employee development covering marketable products and services in a broad spectrum of management and technology fields.

ii. Within the Steinbeis GmbH & Co. KG für Technologietransfer network, there are multitudinous Steinbeis Enterprises focusing on various key areas.

Steinbeis Transfer Centers (STC) focus on the implementation of pre-competitive knowledge gained from research and development at universities in marketable products and services. The STCs offer deep yet interdisciplinary expertise. Steinbeis Research and Innovation Centers (SRC, SIC) are specialized in several kinds of research: market and transfer oriented, commissioned, development and transfer network research as well as projects of a charitable nature. Steinbeis Consulting Centers (SCC) are experienced, insightful points of contact for business consulting, evaluation and training. Steinbeis Transfer Institutes (STI) at Steinbeis University Berlin provide transfer oriented research as well as competence-oriented training and employee development.

(b) i. Department of Heavy Industry is a department of the Government of India, responsible for promoting heavy engineering industry including machine tools, heavy electrical, capital goods also the automotive industry. DHI also oversees management of Central Public Sector Enterprises under its charge.

ii. The vision of DHI is to promote a modern, healthy and robust automobile, heavy engineering, heavy electrical and capital goods sector and self-reliant and growth oriented Central Public Sector Enterprises under the Department.

Article 2 - Fields of Cooperation

DHI and STW wish to cooperate in the field of Manufacturing with STW as Technology Resource Partner for Manufacturing. The cooperative activities may comprise of the following:

- a) Profiling of specific technologies (globally) as entrusted by Department of Heavy Industry from time to time
- b) Technology Road mapping for specified Capital Goods sub sectors
- c) Assessment of Technology status of Capital Goods clusters
- d) Cooperation in presence events on technology
- e) Upgrading existing technology institutes in India / setting up Greenfield institutes
- f) Other technology-related co-operation and collaboration.

Vikram

Article 3 - Terms of Cooperation

This Memorandum of understanding (MoU) sets forth the Parties' intentions to collaborate on future projects. The Parties recognize that this MoU does not construe any kind of project in a legally binding form. If the Parties wish to carry out specific projects, all terms and conditions relating to such specific projects which are based on the mutual understanding as it is declared under this MoU shall be agreed upon separately in individual written agreements. Each of those agreements shall provide rules as deemed appropriate for each projects, such as in particular, but not limited to, project description, work plan, staffing, expenditures, duration, handling of intellectual property (licence agreements, rights of use, etc.), obligations of confidentiality, applicable law and other conditions necessary in each case.

It is thereby the Parties' clear intention that future projects might be implemented by parties mentioned on the page 1 of this MoU and various STW centres on the Steinbeis website <http://www.steinbeis.de/en/experts/steinbeis-enterprises-and-partners.html> .

Although the Parties wish to cooperate in future projects this MoU does not impose any duty on either of the Parties to disclose any information to the other Party nor to enter into any individual agreement or obligation.

This MoU has no financial obligation on either Party. Each Party shall bear its own-internal and external – costs in connection with this MoU, except if otherwise stipulated between the Parties. Cooperative activities under separate agreements are subject to and dependent upon the availability of appropriate funds, personnel, and resources. Neither Party is required to obligate funds pursuant to this MoU.

Article 4 – Confidentiality

The Parties wish to explore their potential for collaborative relationship and projects. In connection with such as exploration the Parties may also exchange Confidential Information (i.e. especially any non-public information). DHI and STW shall for the duration of this MoU and for a period of five (5) years after its termination not make accessible to third parties Confidential Information received from the other Party and declared to be confidential. This shall not apply to information:

- which is already known or generally accessible to the other Party or the public without any obligation to keep it confidential, or
- which becomes known or generally accessible to the public after its disclosure without any involvement or fault on the part of the other Party, or
- which corresponds to information disclosed or made accessible to the other party by an entitled third party without any obligation to keep it confidential, or
- which is independently developed by an employee of the other Party not in possession of the Confidential Information disclosed.

The Parties will not, without the prior written consent of the disclosing Party, copy or reproduce any document which may be supplied, and any Party receiving such document will return the same and any copies thereof to the Party supplying the same without undue delay upon that Party's request. The information and results may only be used for the

Vikram
W

purpose for which they were transmitted and they will not be passed on to third parties without prior written consent.

All confidential or other information supplied pursuant to this Agreement shall remain the property of the Party disclosing or supplying the same and no rights or licenses, including but not limited to the right to apply for intellectual property rights, are granted to the other Party in the same.

The Parties agree that any Confidential information is made available "as is" and that no warranties are given or liabilities of any kind are assumed with respect to the quality of such Confidential Information, including, but not limited, to its fitness for the purpose, non-infringement of third party rights, accuracy, completeness or its correctness. Such limitation of liability shall not apply in cases of intent.

Article 5 - Duration

This MoU shall enter into force on the date of its signing and shall remain in force for a period of the five years.

It may be extended by mutual consent of the Parties in writing. Either Party may terminate this MoU at any time by giving three (3) month's advance written notice to other. The right of each Party to terminate this MoU with immediate effect for good cause remains unaffected.

Article 6 – Miscellaneous

As far as any export licenses are necessary for the fulfilment of any contractual obligation of this MoU these obligations are under the proviso of the granting of the corresponding export license.

Ancillary agreements, amendments and supplements hereto must be made in writing. The same applies for a waiver of the written form.


Notwithstanding the Parties keen interest in establishing a research and development cooperation with each other, each Party has to consult the other Party prior to any intended use of the name and/or the logo of the other Party. Likewise, an express written consent is also requested before publishing press releases or news in which the name or logo of the other Party is mentioned.

The relationship between the Parties is only that of independent contractors with several rights, liabilities, duties and obligations set out in this MoU. No Party is deemed or construed to constitute the other Party a partner, joint venture, principal, agent or fiduciary of the other Party.

No Party has the authority to act for or to incur any liability or obligation on behalf of the other Party except with the express written authority of the other Party.

Any dispute arising from the interpretation or implementation of this MoU shall, in the first instance, be resolved amicably and expeditiously by consultation or negotiation between the Parties or such other means as they may mutually decide.


Done at _____ on this _____ day of _____ 2016 in two originals in English language, one for each party.

Vikram - 

IN WITNESS WHEREOF, the undersigned, being duly authorized, thereto have signed this MoU.

(Ms. Sandra Haltmayer)
Project Manager International

On behalf of:



25.1614

Steinbeis GmbH & Co. KG für Technologietransfer

Place:

Hannover

Date:

25.04.2016

~~(Girish Shankar)~~ Mr. Vikram Vardhan
Second Secretary
~~To Government of India~~

On behalf of:

Embassy of India, Berlin



Vikram Vardhan
25/4

Ministry of Heavy industries &
Public Enterprises

Place:

Hannover

Date:

25 April 2016