



महाराष्ट्र MAHARASHTRA

2023

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या कागदासाठी त्यांनी मुद्रांक खरेदी केला आहे त्यांनी त्याच कागदासाठी  
 ती स्टॅम्प व महिन्याच्या अंदाज बांध केल्याची आहे  
 दस्तावेजाकार/ अनुषंगी कारणांक :  
 वन सौंपणी कारणांक आहेत या : *mu*  
 सौंपणी होणार असल्यास मुख्य निबंधका कार्यालयाने याक :  
 मिळवलीचे शर्त :  
 मुद्रांक विकत घेणाऱ्याचे नाव व पत्ता : *Samarth Udyog Technology*  
 दुसऱ्या पक्षाच्या नांव : *Islamic University of Science & Technology*  
 हावे असाधारण मालक व पत्ता :  
 मुद्रांक मुद्रांक क्रमांक : *154*  
 मुद्रांक विक्री मालकी अनु. क्र. मालक : *0-2-APR 2024*  
 मुद्रांक विकत घेणाऱ्याची सही :  
 पावनाधारक मुद्रांक विक्रेत्याची सही/पत्ता/  
 बरकाना क्रमांक

वरिष्ठ कोषागार अधिकारी  
  
 पुणे  
 22 MAR 2024  
 प्रथम मुद्रांक लिपीक  
 कोषागार पुणे करिता

The Pune Lawyers Consumer's  
 Coop Society Ltd., Pune-5  
 LIC No.: 220111

AGREEMENT

Agreement between Samarth Udyog Technology Forum, Pune and Islamic University of Science and Technology, Jammu & Kashmir, for setting up of an Industry 4.0 Experience centre at Awantipora, Pulwama, Jammu & Kashmir, under the component 'Augmentation of Common Engineering Facility Centre' namely 'CEFC', of the 'Scheme for Enhancement of Competitiveness in the Indian Capital Goods Sector Phase-II' (hereinafter referred to as the Capital Goods Scheme, Phase-II) of the Ministry of Heavy Industries, Government of India.

*Handwritten signature*



This Agreement for the setting up of an Industry 4.0 experience centre at Islamic University of Science and Technology, Jammu & Kashmir under the Scheme for Enhancement of Competitiveness in the Indian Capital Goods Sector Phase-II (hereinafter referred to as the Capital Goods scheme-Phase-II) is signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 between the parties, namely:

**Samarth Udyog Technology Forum**, a Company incorporated under Section 8 of the Companies Act, 2013 and with its registered office at the Ground Floor, SPPU Research Park Foundation, Savitribai Phule Pune University, Ganeshkhind, Pune 411007, Maharashtra, India (hereinafter referred to as SUTF, which expression shall where the context so requires or admits, be deemed to include its successor and permitted assignees) of the First part.

And

**Islamic University of Science and Technology, Jammu & Kashmir**, having its registered office at 1-University Avenue, Awantipora, Pulwama, Jammu and Kashmir- 192122 (which expression shall where the context so requires or admits, be deemed to include its successor and permitted assignees) of the Second part.

Both Samarth Udyog Technology Forum (SUTF) and Islamic University of Science and Technology, Jammu & Kashmir are referred to individually as a "Party" & collectively as "Parties".

Whereas the Ministry of Heavy Industries, Government of India, vide their Approval letter number 12/27/2022- HE&MT dated 4<sup>th</sup> November 2022, approved the proposal by SUTF for setting up of ten experience centres, on the terms and conditions as specified in the approval letter and Islamic University of Science and Technology, Jammu & Kashmir has communicated their willingness for setting up of 1 out of the sanctioned 10 experience centres within their premises at Islamic University of Science and Technology, Jammu & Kashmir.

Now it is agreed by and between the parties that the project would be executed (within the following Definitions, Objectives, Scope, Deliverables, and Responsibilities of each of the implementing agencies).

## 1. DEFINITIONS

a. **Capital Goods Scheme-Phase-II** means Scheme for Enhancement of Competitiveness of Indian Capital Goods Sector- Phase- II of Ministry of Heavy Industries, Government of India as indicated by Notification No 16/1/2017.- HE&MT dated 25/01/2022 published in the Gazette of India (Extraordinary) Part I, Section 1, No. 26.

b. **Project** means project sanctioned to Samarth Udyog Technology Forum, Pune under the Common Engineering Facility Centres component of the Capital Goods scheme-Phase-II and approved vide MHI approval letter number 12/27/2022- HE&MT dated 4<sup>th</sup> November 2022.

c. **Project Implementing Organization (PIO)** shall mean Samarth Udyog Technology Forum, Pune.

d. **Industry Partner** shall mean Islamic University of Science and Technology, Jammu & Kashmir.

e. **Major Funding Organization** shall mean Ministry of Heavy Industries, Government of India.

f. **Parties** refer to the organizations participating in the project namely Islamic University of Science and Technology, Jammu & Kashmir & Samarth Udyog Technology Forum (PIO).

g. **Grant** refers to the grant-in-aid sanctioned by the Ministry of Heavy Industries (MHI), Government of India (GoI).

## 2. OBJECTIVE

The objective of this agreement is to set up an Industry 4.0 experience centre in order to:

- 1) Increase Awareness of Industry 4.0;
- 2) Develop first-hand experience with Industry 4.0 technology;
- 3) Faster adoption of Industry 4.0 Practices by manufacturing enterprises;
- 4) Imparting training to students and offering internship programs.

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### 3. PLAN, METHODOLOGY AND WORKING PROCEDURE

The proposed setting up of the experience centre is required to facilitate Indian industries to become globally competitive. SUTF has successfully established such an experience centre in Pune. The experience centre proposed to be set up in the targeted cluster at Awantipora, Pulwama with Islamic University of Science and Technology, Jammu & Kashmir for which willingness has been accorded by the IP company would be as per the proposal document annexed with this agreement. A hub & spoke model would be deployed for the setting up of the experience centre. SUTF would assume responsibility as a Hub, for providing strategic direction, and designing the experience centre, organizing and installing hardware, software & knowledge tools, including all the other activities required for setting up the centre as per list placed at Annex-1. The spoke, i.e. Islamic University of Science and Technology, Jammu & Kashmir will be responsible for operating the experience centre, providing required human resources to run the experience centre, and conducting the required training programs on-site and in the identified area of operations thereby resultantly making the centre self- sustainable in due course.

### 4. PROJECT SCHEDULE/MAJOR MILESTONES & OUTPUT

The project work on the setting up of the experience centre shall be completed within 16 weeks from the date of release of grants from the Ministry of Heavy Industries, Government of India and the handover of the finalized site of the experience centre by the Industry Partner to SUTF, whichever is later. The parties will mutually draw up a schedule of the activities and milestones which would be necessary to ensure that the deadlines are met and achieved.

### 5. MODE OF FINANCING

The total sanctioned project cost will be jointly funded by the Ministry of Heavy Industries, the Government of India (MHI) and the Industry Partner i.e. Islamic University of Science and Technology, Jammu & Kashmir. The overall ratio of MHI funding and Industry Partner contribution will be at the ratio of 80 (maximum):20 (minimum). The total sanctioned project cost is Rs. 3.00 cr. out of which MHI contribution will be limited to a maximum of up to 80%, i.e., Rs. 2.4 cr. and the remaining Rs. 0.6 cr. will be contributed by the Industry Partner/Academic Partner. MHI grant shall be released to the PIO through CNA (Central Nodal Agency) after signing the agreement with the Industry Partner and release of the contribution by the Industry Partner to the PIO in their designated bank account.

### 6. ROLE AND RESPONSIBILITIES

#### Project Implementing Organisation (SUTF)

6.1 The Project Implementing Organization (PIO) shall be responsible for the timely delivery of the output subject to the timely receipt of funds from both MHI and the Industry Partner.

- Determine the overall strategy for the experience centre in consultation with Industry Partner.
- Design and develop the layout of the experience centre at the Partner's premises
- Setup of Hardware & Software applications
- Hand over the documentation and manuals to Industry Partner
- Operationalize the centre in consultation with Industry Partner.
- All the deliverables covered in the experience centre are listed at Annexure 1.

6.2 Grant in Aid shall not be used for the construction of land or/and construction of the building.

6.3 The PIO shall ensure that the funds released are utilized only for the purpose of the project. The PIO shall submit a utilization report and shall submit an Audited Statement of Accounts annually as per DoE guidelines, as amended from time to time by the Government of India.

6.4 The PIO shall also be responsible for achieving and regular reporting the progress to the Project Review and Monitoring Committee, which is an independent body constituted by MHI and responsible for monitoring the project.

6.5 The PIO shall maintain a fixed asset register of permanent and semi-permanent assets including the web development software tools, cloud space hiring, servers, compilers, network hardware and accessories, software testing tools/Apps acquired out of the grant-in-aid/ their own contribution as well as a log for use of them. The PIO should maintain proof of having procured genuine new software from the vendor along with invoices, receipts and market value of the

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specifically procured machine. The Register/ log shall be open to inspection by the **Ministry of Heavy Industries**.

6.6 The PIO and the Industry Partner shall indemnify and protect the Government of India from all costs, damages and expenses arising out of any claim, action or suit brought against the Government of India by third parties in respect of any infringement of any patent, registered designs or Intellectual Property Rights resulting from use of any technical information, data or process or design belonging to or used by the PIO and/ or furnished to Government of India.

6.7 The PIO, shall under the project cost, insure and keep insured all the machinery and equipment etc. acquired for implementation of the Project, for a minimum period of 5 years by utilizing the grant. In case of loss or damage of such machinery and equipment, etc. the insurance benefit will be payable to the Government of India.

**Industry partner: Islamic University of Science and Technology, Jammu & Kashmir**

7.1 Islamic University of Science and Technology, Jammu & Kashmir will act as the spoke for the setting up of the experience centre. The major roles and responsibilities of Islamic University of Science and Technology, Jammu & Kashmir would be as follows:

- Allocate a space of 2000 sq.ft. for the setting up of the experience centre
- Ensure that all the necessary statutory/other approvals are in place for the setting up of the experience centre
- Ensure that the power/fuel/electricity/Internet and other operational requirements are fulfilled and are additional to the contribution.
- Engage resources for the purposes of managing the experience centre and the cost of these resources is additional to the contribution.
- Detailed list of responsibilities to be fulfilled by the Industry Partner are placed at Annexure 2.

7.2 Fully support the PIO and MHI, Gol in all the matters/activities required to set up the experience centre within the ambit and ratio of investment by the Industry Partner.

7.3 Industry partner shall ensure industry contribution is deposited in the SUTF bank account after signing the agreement.

7.4 The Industry Partner shall make arrangements for proper operation and maintenance of equipment/ knowledge procured under the project.

7.5 The Industry Partner shall provide free access to MHI Officers (or nominees/representatives) and their representatives to all facilities/ assets.

7.6 The utilization of assets so created shall be in the public interest and shall be the responsibility of the Industry Partner as per the extant guidelines of the CPSE/ Autonomous Bodies/ GFR 2017.

7.7 The Industry Partner will ensure that assets will not be disposed of/ sold/ transferred/ leased/ rented/transferred without prior approval of the Ministry of Heavy Industries.

7.8 The Industry Partner will ensure that the infrastructure created is available to the Capital Goods and auto sector units, particularly those belonging to the Micro, Small and Medium Enterprises sectors such as Islamic University of Science and Technology, Jammu & Kashmir vendors and educational institutes within the region to enable them to become globally competitive.

7.9 The Industry Partner shall also be responsible for adhering to the law of the land including the rules of central, state and local Governments in its operation.

7.10 The Industry Partner as well as PIO undertake to adhere to and follow the Labour Acts and Rules while executing this Agreement and shall keep the Government of India indemnified and protected from all claims, costs, damages, and expenses arising out of any violation of Labour Acts and Rules.

7.11 The Industry Partner shall ensure quality documentation/ photographs and video recording of all milestone activities and present the same during monitoring by Project Review & Monitoring Committee.

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7.12 In the event of any liquidation or bankruptcy proceedings against the industry partner, the assets; machinery and equipment, and software/hardware procured for the purpose of the Project with the support of grant-in-aid, shall be outside such proceedings.

7.13 The Industry Partner shall not change the form or the project's basic objectives/ outcomes/ outputs.

## **8. PROJECT COMPLETION**

8.1 Once all the deliverables (as per Annexure I) are handed over to the Industry Partner, they shall provide an acknowledgment of receipt of all items to SUTF, Pune. This acknowledgment shall signify that SUTF has fulfilled all its responsibilities as per this agreement. However, the project will be considered to be closed after the Project Completion Report (Technical cum Financial) is sent to Gol, MHI within one month of the completion of the project. A report of the feedback, suggestions and IPRs generated will be sent along with the project completion report.

8.2 Both parties will be responsible for the completion of the project within the deadlines and milestones, as specified. Any delays due to unavoidable circumstances will have to be justified to the MHI, Gol.

## **9. CONFIDENTIALITY**

The parties will maintain strict confidentiality and prevent the disclosure of all information and data exchanged/ generated pertaining to work under this Agreement till the completion/ commissioning of the project. This condition is subject to RTI and other laws of the land.

## **10. STATUTORY REQUIREMENTS**

Implementation of the Project will be carried out by the parties by statutory provisions like Workmen's Compensation Act, Labour (Regulation and Abolition) Act, Contract Labour (Regulation and Abolition) Act, employees Provident Act or any other related enactment passed by the Parliament or State Legislature and any rules/ laws made there under by either Central or respective State Governments. The Project shall not be transferred to any other Institution. The transfer of project money within the Institution or with other Institutions under the same Management is not permitted under any circumstances.

## **11. FORCE MAJEURE**

None of the participating parties shall be held responsible for non-fulfilment of their respective obligations under this due to the exigency of one or more of the force majeure events, such as but not limited to, acts of God, war, natural calamities such as flood, earthquakes, etc. and strike, lockout, epidemics, pandemic, riots, civil commotion etc. provided on the occurrence of cessation of any such events, the party affected thereby shall give notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties shall decide the future course of action after consultation with MHI, Gol.

## **12. AMENDMENTS TO THE TERMS & CONDITIONS OF THIS AGREEMENT**

No amendment or modification of the terms and conditions shall be valid unless the same is made in writing by the parties or their authorized representatives and specifically stating the same to be an amendment of this Agreement. Both parties agree that any amendments to this agreement which would involve any change in the objects/purpose of the agreement would require the approval of MHI, Gol. The modifications/ changes shall be effective from the date on which they are made/ executed unless otherwise agreed to.

## **13. DISPUTE RESOLUTION**

Any dispute between the parties will initially be resolved through mutual discussions. In case the dispute is not resolved through mutual discussions, the matter will be referred for arbitration with a sole arbitrator mutually appointed by both the parties, under the provisions of the Arbitration and Conciliation Act, 1996. In the event of arbitration, the place of Arbitration shall be decided mutually by both of the parties and the language of Arbitration shall be in English. The award of the Arbitrator shall be binding and final upon the parties.

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**14. JURISDICTION**

The Courts at Pune shall have jurisdiction in all matters concerning this Agreement including any matter arising out of the arbitration proceedings or any award made therein.

**15. GOVERNING LAW**

In the event of any conflict between the provisions/clauses of this agreement, and the provisions/ clauses of MoU signed between MHI and SUTF or any provisions/clauses of any notifications issued by MHI, Gol and other relevant Government Instruction(s)/ Order(s), as amended from time and time, the latter will prevail.

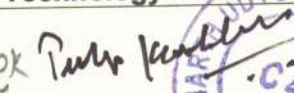
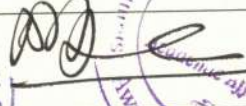


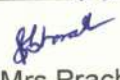

**16. TERMINATION OF THE PROJECT**

Both parties agree that MHI may terminate the project upon 30 calendar days' notice in writing or after occurrence of any of the events specified in paragraphs below:

- (a) If the PIO does not remedy a failure in the performance of its obligations under MoU signed between PIO and MHI, within 60 days of being notified of such a failure, or within such further period as MHI may have subsequently approved in writing;
- (b) If the PIO becomes insolvent or bankrupt; or
- (c) If, as the result of Force Majeure event, the PIO is unable to perform its obligations.

Either party to this agreement can terminate the project if there is a breach of any of the conditions and this breach is not remedied within 60 days of being notified of such a breach, if the industry partner/PIO becomes insolvent or bankrupt, if both the parties are unable to fulfill their obligations due to force majeure. The termination of this arrangement shall not prejudice or affect in any way, the rights and benefits accrued or liabilities and duties assigned to the Parties as a part of this Agreement. In the event of termination of the agreement, the PIO will have unhindered access to the assets, including intangible assets, created at the industry partner premises & any further action will be taken by the PIO after consultation with the MHI, Gol.

WITNESS WHEREOF the parties hereto have signed this agreement on the day month and year mentioned hereinbefore.

	For and on behalf of Samarth Udyog Technology Forum	For and on behalf of the Industry Partner
Signature		
Name & Designation	Mr. Pradip Kopardekar Director, C4i4	Prof. A.H. Moon Dean Academic Affairs
Address	Ground Floor, SPPU Research Park Foundation, Savitribai Phule Pune University, Ganeshkhind, Pune 411007, Maharashtra	Islamic University of Science & Technology 1-University Avenue, Awantipora, Pulwama, Jammu and Kashmir- 192122
Witness 1	 Mr. Rajesh Pahadi	 Prof. Parvez Ahmad Mir
Witness 2	 Mrs. Prachi Bhorade	 Dr. Mahvash Afzal

## ANNEXURE 1

Sr. No.	Category	Utilities	Quantities
1	Assembly Line	Powered Roller Conveyor -with Gravity Return Rollers, Powered by 3 motors	1
		Lifter with Multilift PLC Syncro Version	2
		Pallet Fixture (Aluminium and UHMWPE)	5
		Electrical Stopper	4
		Rotor Assembly Station	1
		End Plate Assembly Station	1
		Impeller Housing Sub Assembly Station With Table	1
		Impeller Assembly Station	1
		Trolleys (Rejection, Replenishment, Spare)	3
		Warehouse Rack	1
		Quality & Packing Station	1
		Bins for Workstations & Warehouse	84
		Control Panel and PLC	1
2	Technology	Cobot with vision system	1
		Cobot accessories- Gripper, Stand, Mat and Controller	1
		AGV with Charger, Magnetic Strip and Remote controller	1
		Pick-to-light system PLC interfaced, on each station	4 Set
		Barcode Printer	1
		Barcode Scanner	4
		QR code reader	5
		Energy meter	1
		Measuring Devices	1
3	Electrical	Tube Light	18
		Spot Lights	6
		Network & Electrical Lines with Points	-
		Earth Pitting	1
		Hang Lights	2
4	Furniture	Table	1
		Customer Zone Unit with Sliding Blackboard	1
		Storage Units	1
		Screen Panelling units	-
		Office chairs	4
		Bar stools	6
5	IT	Access Point	2
		28-Port Gigabit Managed Switch	1
		8-Port Gigabit Ethernet PoE+ Unmanaged Switch (60W)	1
		Firewall	1
		Cat-6 Cables & Ports (2m)	10
		Cat-6 Cables & Ports (1m)	30
		Closed Circuit Camera	4
		Switch Rack - Wall mount	1
		NUC Kits, Wireless Touch Keyboard & Cords	10
		65" Interactive touchscreen	1
		Whiteboard + Wall mount stand	
		55" Commercial 4K UHD LED Display - 55UR640S + wall mount stand	3
		55" Interactive Whiteboard + wall mount stand	1
24" LED Backlit FHD Small Display	5		
Tablet (4GB/128GB /WiFi+4G LTE)	4		

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Application	Category	Sr. No.	Application modules
Quick Step	Customer Experience	1	Sales Management Application
		2	Customer Application
	Production Planning	1	E-Scheduling
		2	Shop floor planning
	Warehouse	1	Warehouse management application
	Production Management	1	Andon dashboard
		2	Productivity dashboard
		3	Production management application
	Assembly	1	Digital work instruction application
		2	Operator application

<b>Training</b>
Imparting of Training to the team at Industry Partner location

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**DETAILED LIST OF RESPONSIBILITIES OF THE INDUSTRY PARTNER**

<b>Civil Readiness</b>
2000 Sq. Ft. hall within the campus / factory premises   Security   Authenticated access
Walls free of cracks, seepage
0-0 level flooring with vitrified tiles
Convenient path for material handling
All rent and taxes related to hall
<b>Electrical Readiness</b>
Three phase connection with clean power with Power Earthing
30 KW UPS for power backup with Stabilizer and Isolation Transformer
<b>Material Handling, Manpower Support &amp; Security</b>
Fork-lift / crane for equipment unloading
Material handling / transferring to hall
Dedicated technical support person during the lab installation for 40-45 days
Security for the delivered material with Lock and Key, CCTV, Security personnel
Dedicated SPOC person for coordination and communication between C4i4 and partner authorities
<b>Information &amp; Technology</b>
1 Nos. of Desktop machine for server application installation
2 Nos. Laptops
50 MBPS internet connection inside the hall

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