



# VISVESVARAYA TECHNOLOGICAL UNIVERSITY

Note Page: \_\_\_\_\_ Page No.: \_\_\_\_\_

File No. : \_\_\_\_\_

Date :12-01-2017

VTU-  
NASD

**Subject: MoU with DMG Mori India Private Limited**

## Submitted:

- 1) VTU – National Academy for Skill Development had requested the DMG Mori India Private Limited to sponsor CNC machines and also provide technical assistance under the scheme of “Corporate Social Responsibility” for establishment of CNC Skill Training Centre at Dandeli.
- 2) DMG Mori Private Limited has in principle agreed to extend sponsoring CNC machines and to provide technical assistance as per the stipulated guidelines of CSR scheme.
- 3) Both the parties have to undergo a memorandum of Understanding to fulfill the terms and conditions.
- 4) A draft MoU copy is prepared and is proposed to signed between the Deputy Managing Director, DMG Mori India Private Limited and the Registrar, Visvesvaraya Technological University
- 5) The matter is placed for kind consideration and action.

6) N.Sanjeev Kumar

*Sanjeev Kumar*  
*12/01/17*

7) Director, VTU-NASD

8) Registrar, VTU

*Refer to legal opinion 13/01/17*

9) Hon'ble Vice Chancellor,

*Approved/Permitted*  
*to opt for legal opinion.*  
*13.01.17*

*[Signature]*  
REGISTRAR  
Visvesvaraya Technological University,  
BELAGAVI - 590 018.

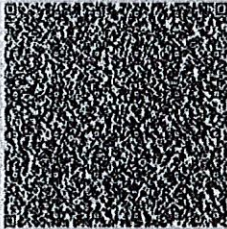




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INDIA NON JUDICIAL  
Government of Karnataka  
e-Stamp

Certificate No. : IN-KA515979572882930  
Certificate Issued Date : 14-Dec-2016 03:25 PM  
Account Reference : NONACC (FI)/ kaocrsfl08/ PEENYA2/ KA-BN  
Unique Doc. Reference : SUBIN-KAKACRSFL08527616168529060  
Purchased by : DMG MORI INDIA PRIVATE LIMITED  
Description of Document : Article 12 Bond  
Description : AGREEMENT  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : DMG MORI INDIA PRIVATE LIMITED  
Second Party : VISVESVARAYA TECHNOLOGICAL UNIVERSITY DANDELI  
Stamp Duty Paid By : DMG MORI INDIA PRIVATE LIMITED  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



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**Memorandum of Understanding (MoU) between the Visveswaraya Technological University - National Academy for Skill Development – VTU-NASD, Dandeli (Skill Development and Enhancement Training Center) and DMG Mori India Private Limited**

This Memorandum of Understanding (MoU) is made on February 3, 2017 between

**“DMG MORI INDIA PRIVATE LIMITED” (First Party), a Company, established under the Companies Act, 1956/2013 having registered office 3/1, 3rd Main Road, K.I.A.D.B. Peenya**

**Statutory Alert:**

1. The authenticity of this Stamp Certificate should be verified at "www.shoelastamp.com". Any discrepancy in the Stamp Certificate and its available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

1  
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Visveswaraya Technological University  
Dandeli



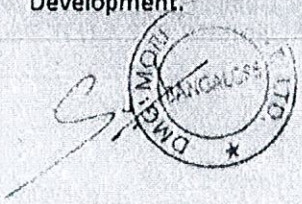
1<sup>st</sup> Stage, Ward No.1, HMT, Bangalore 560058, India with CIN U02922KA1999PTC024994 represented by Mr. Sunil K Rao, Dy. Managing Director, which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its successors-in-interest and permitted assigns, of the First Part.

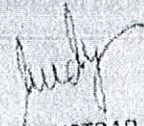
**AND**

**Visvesvaraya Technological University (Second Party) – National Academy for Skill Development, VTU-VTU-NASD**, represented by its Registrar, having its Head Office at Uttara Kannada District, Karnataka – 581 325 referred to as VTU -NASD which term shall include its successors & assigns of the second part.

DMG Mori India Private Limited and Visvesvaraya Technological University – National Academy for Skill Development collectively referred to as PARTIES.

1. Whereas the second party approached the first party to sponsor CNC machines and avail technical assistance under the scheme of 'Corporate Social responsibility' for establishment of CNC Skill Training Center at Dandell. The First Party agreed in principle to extend sponsoring CNC machines and to provide technical assistance as per the stipulated guidelines of the CSR scheme.
2. Commitment of the Visvesvaraya Technological University – National Academy for Skill Development:
  - i. VTU-NASD to set up a Skill Training Center at Dandell to offer Courses on Machine Tools Industry and training in:
    - a. CNC Machine Operator Training;
    - b. CNC machine Programmer Training
  - ii. VTU-NASD to invest in setting up workshop, lab and make available all the necessary required arrangements to make the workshop / lab running. All safety and security measures with respect to running and maintenance of workshop, machine and lab is the responsibility of VTU-NASD only.
  - iii. VTU-NASD to complete the establishment of Training Center within 2 months from the date of signing the MoU.
  - iv. VTU-NASD to start the training within 1 month of delivery of machines.
  - v. VTU-NASD to utilize the CNC machines only for educational purpose and not for any commercial purpose.
  - vi. VTU-NASD to impart Skill Training to a minimum of 200 trainees in the first year of operation and 300 candidates from the second year onwards.
  - vii. VTU-NASD to offer training to candidates selected by the technical committee constituted by the Advisory Council of VTU-National Academy for Skill Development.



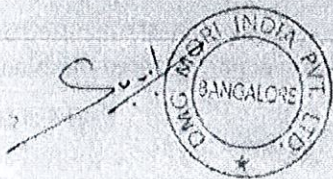
  
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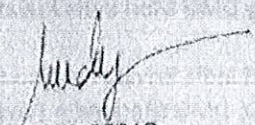
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Visvesvaraya Technological University,  
BELAGAVI - 590 018.



- viii. VTU-NASD shall install / fix a name board in a prominent place in the premises indicating the name of the sponsoror i.e. DMG Mori India Private Limited, the programme, the Scheme etc.
- ix. The project proponent shall adhere to the provision of the Child Labour Act 1966, in the matter of the employment.
- x. The VTU-NASD to employ special trained CNC operator/engineer to take care of the machines and training.
- xi. Preference to be given to the candidates belonging to the SC/ST/BC/PH/Women and students of North Karnataka region in providing training.
- xii. VTU-NASD will take necessary actions to run the training program successful.
- xiii. VTU-NASD to arrange and provide employment opportunities to the trained candidates.
- xiv. VTU-NASD to install compulsory surveillance CCTV at the training center and also attendance shall be monitored through biometric enabled GPRS attendance system.
- xv. VTU-NASD shall strictly follow the rules & regulations laid down by NSDC/NCVT/State Government from time to time.
- xvi. VTU-NASD shall adhere to all other terms and conditions of the scheme.
- xvii. VTU-NASD shall submit the machinery and equipment installation report duly certified by the Registrar VTU, Dandeli.
- xviii. VTU-NASD shall follow the export control regulation set up by the government of the jurisdiction in which the manufacturer of the Machines (as defined below) is located, shall not use the Machines, their replicas or their technologies for the development and/or the manufacturing of weapons of mass destruction (nuclear weapons, biological weapons, chemical weapons and missiles), or for any other military purposes. VTU-NASD shall use the Machines, their replicas or their technologies for civil purposes only.
- xix. VTU-NASD shall support DMG MORI India Private Limited to collect all necessary paper works which are required for export license application to be filed before the competent authorities in the jurisdiction applicable to the manufacturer of the Machines.



  
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- xx. In case any new IP (as defined below) is developed by VTU-NASD or any third party when using the Machines (the "Developed IP"), VTU-NASD shall promptly notify DMG MORI India Private Limited in writing of any such Developed IP and VTU-NASD shall provide further information regarding such Developed IP requested by DMG MORI India Private Limited. All Developed IP shall belong to and owned by DMG MORI India Private Limited All and any decision on the filing of the relevant IP Application (as defined below) or on keeping such Developed IP as trade secret shall be in the sole discretion of DMG MORI India Private Limited VTU-NASD shall disclose DMG MORI India Private Limited all information and documents necessary to register the IP Application and shall take any steps in order to reasonably assist DMG MORI India Private Limited in the registration procedure. For the avoidance of any doubt, any IP owned by DMG MORI India Private Limited (or one of its affiliates) which existed and was conceived or obtained either (i) prior to entry into force of this MoU or (ii) outside of the scope of work performed pursuant this MoU (the "Foreground IP"), belongs to DMG MORI India Private Limited (or its affiliates).

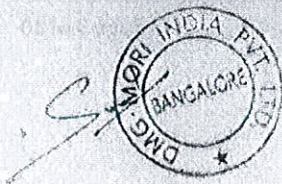
For the purpose of clause 2 (xxii) the following terms shall have the following meaning:

**IP** shall mean any and all ideas, discoveries, inventions, improvements, know-how, designs, formulas, algorithms, processes, software, business information, technical information, data, test results, apparatus and methods and other proprietary information, whether patentable or otherwise registrable or not, and all patents (including, but not limited to, all reissues, continuations, continuations-in-part, revisions, extensions, divisionals, designs and re-examinations thereof), utility models, mask works, copyrights, trademarks, service marks, logos, designs, slogans, trade names, trade secrets, confidential information and other forms of intellectual property protection related thereto, including all registrations therefor. **IP Applications** shall mean any patent application, division, continuation or continuation-in-part, and any patents issued thereon or reissues or extensions thereof, and all other forms of applications for registration of copyright, trademarks, designs and other IP rights relating to the relevant Developed IP.

- xxi. Within 2 weeks before publishing anything (including, but not limited to any journal, thesis etc.) or present at any national, international or professional meeting the findings, methods and results derived from developing Developed IP, VTU-NASD shall inform DMG MORI India Private Limited about such planned publication. Unless explicitly approved by DMG MORI India Private Limited, such publication shall not contain any confidential information according to clause 6 nor any Foreground IP.

### 3. Commitment by DMG Mori India Private Limited:

- i. DMG Mori India Private Limited after careful scrutiny of the proposal submitted by VTU-NASD, DMG Mori India Private Limited agreed to sanction required Machine/



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Equipments to VTU-NASD under CSR for the purpose of setting Skill Training Center at Dandell.

- ii. DMG Mori India Private Limited to sanction the following one high end CNC machines (the "Machine")

Type	:	High dynamic Vertical Drill-Tap Centre with best milling performance
Manufacturer	:	Deckel Maho Seebach GmbH
Model	:	Milltap 700
Serial Number	:	15995735564
Value	:	Rs., 1,13,00,000/-

**Note: Machine specification listed in Annexure A to this MOU.**

- iii. As long as the Machines are owned by VTU-NASD and used in line with clause 2 of this MoU, DMG Mori India Private Limited has to provide all preventive and repair maintenance at site for a period of one year.

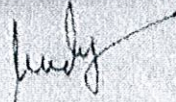
4. This MoU will be effective from the date as written above.

- The obligations set out in Clause 2 (xxii) and Clause 6 of this MoU shall carry on in force for a period of five (5) years from the termination or expiry of this MoU.
- The right of either party to terminate this MoU for extraordinary cause remains unaffected. Cause for termination by the parties shall include, but not be limited to, the following:
  - i. Serious breach of this MoU leading to the loss of mutual trust or the basis of the business. This, for instance, applies if the parties are in breach of clause 2(xx), Clause 2(xxii) and clause 6 of this MoU.
  - ii. Application for opening of insolvency proceedings as well as the refusal to open in-solvency proceedings for lack of assets, or the issue of a declaration in lieu of an oath, or any similar proceeding; and
  - iii. Full or partial and significant closure of business, with an actual or anticipated duration of more than eight (8) weeks.

5. Both Parties understood and agreed that, the operational guidelines for implementation of the Scheme, which are binding on them.

6. For the purpose of this MoU the following terms shall have the following meaning **Confidential Information** shall mean any device, materials, samples, software programs, documents, data, graphics, specifications, technical information, or any other information, whether oral, written, visual or otherwise, or hard or electronic soft copy, collectively referred to as "Information", that is disclosed by the Disclosing Party to the Receiving Party that in the case of tangible disclosure, is clearly marked as confidential or proprietary and in the case of an oral or visual disclosure, the Disclosing Party



  
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identifies such disclosure as being confidential concurrent with the oral or visual disclosure and delivers to the Receiving Party a written statement within thirty (30) days to the effect that such disclosure is confidential. "Disclosing Party" shall refer to the party of this MoU which in the context is disclosing the Information. "Receiving Party" shall refer to the party of this MoU which in the context is receiving the Information.

The Receiving Party agrees to use the Confidential Information of the Disclosing Party solely for the purposes of this MoU. The Receiving Party undertakes to treat as confidential and not disclose to any third party, wholly or partly, such Confidential Information of the Disclosing Party obtained during the execution of this MoU.

The obligations according to paragraph 6.1 of this Contract do not apply to Information which the Receiving Party can prove that:

- it is or has become available to the public without breach of this MoU;
- it was, as the Receiving Party can show by written or other tangible evidence, in its possession at the time of disclosure and was not obtained directly or indirectly from the Disclosing Party;
- it is received without restriction on disclosure from a third party who is not under any obligation of confidentiality to the Disclosing Party with respect of such disclosure;
- it was independently developed by the Receiving Party provided it did not have access to the disclosed Confidential Information hereunder;
- it is received by written permission from the Disclosing Party to disclose;
- it is required pursuant to a valid court order provided that the Receiving Party shall give the Disclosing Party prompt written notice of any such requirement and cooperates with the Disclosing Party in attempting to limit such disclosure;

The Receiving Party shall not be prevented from disclosing the Confidential Information to its faculty members, PhD students, students and employees, and in the case of DMG Mori India Private Limited, it shall not be prevented from disclosing the Confidential Information to its affiliated companies or their employees, who have a need to know for the performance of this MoU ("Authorised Representatives"), provided that the Receiving Party has taken all precautions which can reasonably be expected to prevent these Authorised Representatives from using for themselves or for others or from passing on to others any of such Confidential Information made accessible to them. The Receiving Party hereby assumes full liability for the compliance with all of such Authorised Representatives' obligations hereunder. As far as legally possible, the Receiving Party agrees to impose the secrecy obligations substantially similar to this MoU on their Authorised Representatives, for the time doing research or being employed, as well as for the time after their departure, to treat as confidential and not disclose to any third party, wholly or partly, Confidential Information disclosed to them pursuant to this Contract.

6. No party shall assign this MoU or the obligations and rights under this MoU to any third party without the prior written consent of the other party wherein such a written consent shall not be unreasonably withheld. It being understood, however, that no written consent shall be required in case of an assignment of this MoU or the



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C-M3021	Tool taper BBT 30 – Big+ Pull stud MAS 403 - 45°		
C-D3052	Tool magazine 25 places (suitable for inclusion in the tool spindle) Chip-to-chip time 1.7 sec		
C-K4230*	Nano Package Improved Temperature stability Only combinable with 24,000rpm or 10,000rpm high torque spindle possible		
C-G3300	Rotary lead through for integrated swivel rotary table with torque drives 4- flute, 2x for air, 2x for oil Including fix plate and fast coupling at machine rear side		
C-K4250	RENISHAW measuring-Kit for MillTap 700 suitable to tool taper System in Spindle OMP40-2 touch probe with optical signal transmission OTS wireless probe with air purge on machine table OMI-2T optical transmission module Plastic carrying case Calibration tool incl. tool holder Job Shop Software package		
C-K3345*	Swarf removal package 15bar ICS includes: Swarf conveyor (Scraper drag type with integrated "flat bed" sheet) Discharge height: 600mm, Tank capacity: 200 l Cabin roof; machine height 2580 mm Pump for external coolant supply: 3,5bar @ 20 l/min Coolant-air blast-changeover external via M- command Pump for inner coolant supply: 15bar @ 8 l/min Single Cartridge Filter Tool cone cleaning function via 2 additional nozzles at spindle stock Magazine exchange pocket cleaning function via 2 additional nozzles in tool magazine		
C-H3029	Electronic hand wheel		



C-B3010	<i>PROGRESS line</i> Digital Cycle-time Graphic rest time Product counter		
C-H3077	Safety package for power failure Overload limiter Under voltage monitoring		
C-H3088	Cabin roof		
C-G1021	Chip Trolley MillTap design inkl. screen plate and drain valve		
C-N3099	Tropical package for 24,000rpm and 10,000rpm high torque spindle For machine environmental temperature up to 50°C including active cooling unit for electrical cabinet, Spindle 24,000rpm and spindle motor for 24,000rpm / 10,000rpm high torque.		

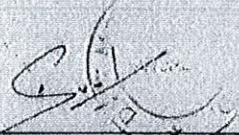
  
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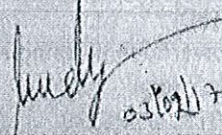
obligations and rights under this MoU by DMG Mori India Private Limited to any of its affiliated companies.

7. This MoU shall be construed and governed by the Laws of India. The competent courts in Bangalore shall have exclusive jurisdiction.
8. In case of any dispute relating to this MoU, the same shall be settled by way of Arbitration. The Chief Executive Officer of DMG Mori India Private Limited or his nominee is authorized to appoint the arbitrator under the provision of Arbitration & Conciliation Act 1996 shall apply to arbitration.

IN WITNESS WHEREOF the parties hereto have executed this Memorandum of Understanding as on the date written above at Bangalore.



**Deputy Managing Director**  
DMG MORI India Private Limited  
No 3-1, 3rd Main Road, K.I.A.D.B,  
Peenya 1st Stage, Ward no1, HMT IN-560058  
Bangalore



**Registrar**  
REGISTRAR  
Visvesvaraya Technological University,  
"Inabla Savigama" Belagavi - 590018,  
Karnataka

Witness:

Witness:

*Signature*  
23/02/2017  
(N. Sangeen Kumar)



ANNEXURE A

POs	Ident No.	Description	Quantity	Total Cost in EUR
10	C-A4210*	<p>MillTap 700                      High dynamic Vertical Drill-Tap centre with best milling performance                      X = 700 mm, Y = 420 mm, Z = 380 mm                      X = 27,5 inch, Y = 16,5 inch, Z = 15 inch                      60 m/min / 197 ft/min Rapid feed                      Acceleration 10 / 10 / 18 m/sec<sup>2</sup>                      Speed range 20 to 10.000 r.p.m                      AC-Main drive with 25/4,5 kW / 33,5/6 hp (max./100%ED)                      Dynamic powerful main spindle with max. 45 Nm torque                      Tool taper BT30 JIS B6339 (MAS 403 - 45°)                      Tool clamping according to B6339 (MAS 403 - 45°)                      Mechanical Tool changer Disk type                      15 places BT30                      Tool change time 0.9s and 1.5s C-t-C                      Table dimension 840x420 mm / 33 x 16,5"                      Chip pan for dry cutting Indirect Measuring system X,Y,Z</p>	01 No.	
	C-B3084*	<p>3-D Control Siemens 840D solution line                      10" screen</p>		
	C-C3220*	<p>Integrated swivel rotary table                      5-Axis simultaneous model                      Torque drives incl. direct measuring in A- and C-Axis                      Swivel range A-Axis -100 / + 120 degree                      Max. load C-axis 100kg                      Table diameter C-Axis d200mm                      Inclusive Software package Job Shop and Sinumerik Mdynamiks 5-axis</p>		
	C-E3050*	<p>Spindle 24,000rpm                      with tool taper BT30 JIS B 6339 (MAS 403-45°)                      AC-Motor 20 / 4 KW (max. / 100% ED)                      Watercooling Spindle and Spindle motor via heat exchanger (fan)</p>		



**ANNEXURE A**

POs s	Ident No. o	Description	Quantity	Total Cost in EUR
10	C-A4210*	MillTap 700 High dynamic Vertical Drill-Tap centre with best milling performance X = 700 mm, Y = 420 mm, Z = 380 mm X = 27,5 inch, Y = 16,5 inch, Z = 15 inch 60 m/min / 197 ft/min Rapid feed Acceleration 10 / 10 / 18 m/sec <sup>2</sup> Speed range 20 to 10.000 r.p.m AC-Main drive with 25/4,5 kW / 33,5/6 hp (max./100%ED) Dynamic powerful main spindle with max. 45 Nm torque Tool taper BT30 JIS B6339 (MAS 403 - 45°) Tool clamping according to B6339 (MAS 403 - 45°) Mechanical Tool changer Disk type 15 places BT30 Tool change time 0.9s and 1.5s C-t-C Table dimension 840x420 mm / 33 x 16,5" Chip pan for dry cutting Indirect Measuring system X,Y,Z	01 No.	
	C-B3084*	3-D Control Siemens 840D solution line 10" screen		
	C-C3220*	Integrated swivel rotary table 5-Axis simultaneous mode! Torque drives incl. direct measuring in A- and C-Axis Swivel range A-Axis -100 / + 120 degree Max. load C-axis 100kg Table diameter C-Axis d200mm Inclusive Software package Job Shop and Sinumerik Mdynamiks 5-axis		
	C-E3050*	Spindle 24,000rpm with tool taper BT30 JIS B 6339 (MAS 403-45°) AC-Motor 20 / 4 KW (max. / 100% ED) Watercooling Spindle and Spindle motor via heat exchanger (fan)		



C-M3021	Tool taper BBT 30 – Big+ Pull stud MAS 403 - 45°		
C-D3052	Tool magazine 25 places (suitable for inclusion in the tool spindle) Chip-to-chip time 1.7 sec		
C-K4230*	Nano Package Improved Temperature stability Only combinable with 24,000rpm or 10,000rpm high torque spindle possible		
C-G3300	Rotary lead through for integrated swivel rotary table with torque drives 4- flute, 2x for air, 2x for oil Including fix plate and fast coupling at machine rear side		
C-K4250	RENISHAW measuring-Kit for MillTap 700 suitable to tool taper System in Spindle OMP40-2 touch probe with optical signal transmission OTS wireless probe with air purge on machine table OMI-2T optical transmission module Plastic carrying case Calibration tool incl. tool holder Job Shop Software package		
C-K3345*	Swarf removal package 15bar ICS includes: Swarf conveyor (Scraper drag type with integrated "flat bed" sheet) Discharge height: 600mm, Tank capacity: 200 l Cabin roof; machine height 2580 mm Pump for external coolant supply: 3,5bar @ 20 l/min Coolant-air blast-changeover external via M- command Pump for inner coolant supply: 15bar @ 8 l/min Single Cartridge Filter Tool cone cleaning function via 2 additional nozzles at spindle stock Magazine exchange pocket cleaning function via 2 additional nozzles in tool magazine		
C-H3029	Electronic hand wheel		



C-B3010	<i>PROGRESS line</i> Digital Cycle-time Graphic rest time Product counter		
C-H3077	Safety package for power failure Overload limiter Under voltage monitoring		
C-H3088	Cabin roof		
C-G1021	Chip Trolley MillTap design inkl. screen plate and drain valve		
C-N3099	Tropical package for 24,000rpm and 10,000rpm high torque spindle For machine environmental temperature up to 50°C including active cooling unit for electrical cabinet, Spindle 24,000rpm and spindle motor for 24,000rpm / 10,000rpm high torque.		