



# Hindusthan College of Engineering and Technology

An Autonomous Institution - Affiliated to Anna University, Chennai  
Approved by AICTE and Govt. of Tamilnadu.  
Accredited with 'A' grade by NAAC & NBA  
Ph: 0422-4242424 | Mob: 99439 15566



17.09.2018

**AGREEMENT BETWEEN HINDUSTHAN COLLEGE OF ENGINEERING AND  
TECHNOLOGY AND SIEMENS INDIA PVT LTD REGARDING ESTABLISHMENT OF CENTRE OF  
EXCELLENCE FOR INDUSTRIAL AUTOMATION AND CONTROL.**

Hindusthan College of Engineering and Technology, Coimbatore

And

Siemens India Private Limited. Coimbatore

*Having regard* to the Memorandum of Understanding signed on 17.09.2018 between both parties on academic cooperation,

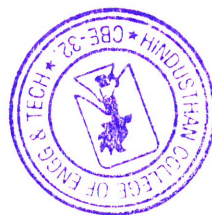
*Considering* that the Memorandum of Understanding, Clause C, Areas of collaboration, sub-clause 2.f, approved the establishment of Centre of Excellence for Industrial Automation and control (COEIAC), under the auspices of Siemens and authorized the Head of Organizations to sign the corresponding agreement.

*Desirous* of defining the terms and conditions governing the framework for cooperation with Siemens that shall be granted to the Centre of Excellence for Industrial automation and control (COEIAC) in this Agreement.

**HAVE AGREED AS FOLLOWS**

**Article 1-Definitions**

1. In this agreement, "HICET" refers to "Hindusthan College of Engineering and Technology, Coimbatore".
2. The "Centre" means, "Centre of Excellence for Industrial Automation and control".





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## Article 2-Establishment

HICET shall agree to take, in the course of the year 2018, any measures that may be required for the setting up on its territory of the Centre of Excellence for Industrial Automation and Control under the auspices of Siemens, as provided for under this Agreement.

## Article 3- Purpose of the Agreement

The purpose of this Agreement is to define the terms and conditions governing collaboration between HICET and Siemens concerned and also the rights and obligations stemming therefrom for the Parties.

## Article 4- Legal status

- 4.1 The Centre shall be independent of Siemens
- 4.2 The HICET shall ensure that the Centre enjoys within its territory the functional autonomy necessary for the execution of its activities and the legal capacity:
  - To operate
  - To contract
  - To acquire and dispose of movable and immovable property.

## Article 5- Constitutive Act

The constitutive act of the Centre must include provisions describing precisely:

- (a) the legal status granted to the Centre, within the institution's legal system/ rules and regulations, the legal capacity necessary to exercise its functions and to receive funds, obtain payments for services rendered, and acquire all means necessary for its functioning;





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(b) A governing structure for the Centre allowing HICET & Siemens representation within its governing body.

## Article 6- Objectives and functions

1. The objectives of the Centre shall be to enlighten and enhance the knowledge and skills of students in the field of Automation.

- (i) Conducting high quality training to the students in PLC
- (ii) Introducing and implementing recent advancements
- (iii) Conducting Research and Development in the Automation
- (iv) Supporting innovative proposals and ideas from students in terms of functions and facilities.
- (v) Conducting various technical events to exhibit the talents of students.

2. The Centre shall pursue the above objectives and perform the above-mentioned functions in close cooperation with the HICET and Siemens in the area of Industrial automation and control to meet the current industrial requirements.

## Article 7- Governing Board

include:

- (a) representatives of the HICET concerned or his/her appointed representative;
- (b) the Director of the Centre for Excellence duly appointed and agreed by both parties.
- (c) A representative of the Siemens
- (d) Representatives of Department of Mechatronics Engineering, HICET
- (e) Up to three representatives of non-governmental organizations/ industries operating in this field;

2. The Governing Board shall:

- (a) approve the long-term and medium-term programmes of the Centre;
- (b) approve the annual work plan of the Centre, including the staffing table;
- (c) examine the annual reports submitted by the director of the Centre;





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- (d) examine the periodic independent audit reports of the financial statements of the Centre and monitor the provision of such accounting records necessary for the preparation of financial statements;
- (e) adopt the rules and regulations and determine the financial, administrative and personnel management procedures for the Centre in accordance with the laws of the Institution;
- f) decide on the participation of regional institutions/ organizations in the work of the Centre.
- (g) meet in ordinary session at regular intervals, at least once every calendar year;
- (h) meet in extraordinary session if convened by its Chairperson, either on his/her own initiative or at the request of the Director of Centre or of a majority of the members;
- (i) adopt its own rules of procedure for operation;

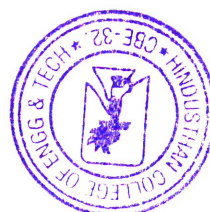
3. In order to ensure the effective running of the Centre, the Executive Committee shall be established and composed of:

- (a) the Director of Centre or his/her appointed representative, who shall chair the Executive Committee;
- (b) a representative of the HICET;
- (c) a representative of the Siemens
- (c) Up to three other representatives / staff members of the Centre duly appointed by the Director of the Centre;
- (d) up to two representatives of the global non-governmental organizations/Industries operating in this field;

4. The Executive Committee will have the authority to:

- (a) Monitor the execution of the Centre's activities;
- (b) Examine the draft annual work plan and budget, including the staffing table, as well as the medium-term and long-term programmes of the Centre and submit recommendations thereon to the Governing Board;
- (c) Follow up the implementation of the Centre's activities in accordance with the annual work plan;
- (d) Ensure that the necessary activities and actions to implement the annual work plan and budget are carried out;
- (e) Propose to the Governing Board candidates for the post of Director of the Centre;
- (f) Adopt its own rules and procedures.

The Executive Committee shall meet at least twice a year.





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## Article 8- HICET's contribution

1. The HICET shall provide all the resources, either financial or in kind, needed for the administration and proper functioning of the Centre.
2. The HICET undertakes to:
  - (a) make available to the Centre adequate and accessible physical facilities for the pursuit of its activities;
  - (b) assume all costs for the setting up, operation and maintenance of the Centre;
  - (c) make available to the Centre the technical and administrative staff necessary for the performance of its functions, which shall comprise:
    - organize the Governing Board, Executive Committee cover all associated financial cost;
    - carry out activities of the Centre in accordance with its annual work plan and budget.

## Article 9- Siemens's contribution

1. Siemens may provide assistance, as needed, in the form of technical assistance for the programme activities of the Centre, in accordance with the strategic goals and objectives of Siemens by:
  - (a) Provide adequate technical consultancy services for the creation, maintenance and conduct all operations of the CoE
  - (b) Assist in R&D activities in the CoE and all its projects
  - (c) Provide all support in taking the developed products to the market

## Article 10- Participation

1. The Centre shall encourage the participation of other companies/organizations/industries which, by their common interest in the objectives of the Centre, desire to cooperate with the Centre.
2. Sister concern companies of siemens wishing to participate in the Centre's activities, as provided for under this Agreement, shall send to the Centre notification to this effect. The director shall inform the Parties to this Agreement of the receipt of such notifications.





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## Article 11- Utilization of Facilities

The Centre may be entitled to utilize the facilities or infrastructure available in HICET, present outside the Centre's premises with the prior approval from the head of the institution to execute the undertaken research works or consultancy projects.

## Article 12- Responsibility

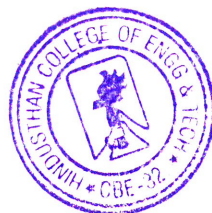
As the Centre is legally separate from Siemens, the latter shall not be legally responsible for the acts or omissions of the Centre, and shall also not be subject to any legal process, and/or bear no liabilities of any kind, be they financial or otherwise, with the exception of the provisions expressly laid down in this Agreement.

## Article 13- Evaluation

1. HICET may, at any time, carry out an evaluation of the activities of the Centre in order to ascertain:
  - (a) whether the Centre makes a significant contribution to objectives and expected outcomes.
  - (b) whether the activities effectively pursued by the Centre are in conformity with those set out in this Agreement.
2. HICET undertakes to submit to the Siemens, at the earliest opportunity, a report on any evaluation conducted.
3. Following the results of an evaluation, each of the Parties shall have the option of requesting a revision of its contents or of denouncing the Agreement, as envisaged in Articles 17 and 18.

## Article 14 – Use of Siemens name and logo

1. The Centre may mention its affiliation with Siemens. It may therefore use after its title the mention "under the auspices of Siemens" or any part of Siemens associated branding acceptable to Siemens.
2. The Centre is authorized to use the Siemens logo or a version thereof on its letter headed paper and documents including electronic documents and web pages in accordance with the conditions established by the governing bodies of Siemens.



## Article 15- Entry into force

This Agreement shall enter into force, following its signature by the Parties, when they have informed each other in writing that all the formalities required to that effect by the rules and regulations of HICET and by Siemens's internal regulations have been completed. The date of receipt of the last notification shall be deemed to be the date of entry into force of this Agreement.

## Article 16- Duration

This Agreement is concluded for a period of five years as from its entry into force. - The Agreement shall be renewed upon common agreement between Parties once the Executive Board made its comments based on the results of the renewal assessment provided by the Director of the Centre.

## Article 17 – Denunciation

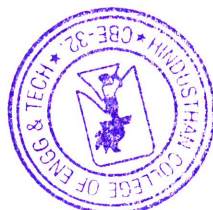
1. Each of the Parties shall be entitled to denounce this Agreement unilaterally.
2. The denunciation shall take effect within ninety (90) days following receipt of the notification sent by one of the contracting parties to the other.

## Article 18 – Revision

This Agreement may be revised by written consent between the HICET and Siemens.

## Article 19- Settlement of disputes

1. Any dispute between Siemens and the HICET concerning the interpretation or application of this Agreement, if not settled by negotiation or any other appropriate method agreed to by the Parties, shall be submitted for final decision to an arbitration tribunal composed of three (3) members: one of whom shall be appointed by the HICET, another by the Siemens, and a third, who shall preside over the tribunal, shall be chosen by the first two. If the two arbitrators cannot agree on the choice of a third, the appointment shall be made by the Honorable Court of Justice.
2. The Tribunal's decision shall be final.





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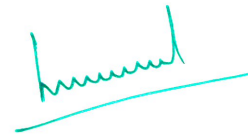


IN WITNESS WHERE OF, the undersigned have signed this Agreement,

Done in two original copies in English language on Date: 17.09.2018



For SIEMENS INDIA PVT.LTD.





For HINDUSTHAN COLLEGE  
OF ENGINEERING &  
TECHNOLOGY




**PRINCIPAL**  
Hindusthan College of Engineering & Technology,  
COIMBATORE - 641 032

Witness

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Witness

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