

Date: -

**Amendment # 1
To MOU between 3DPLM Software and Army Welfare Education Society (AWES)**

This is in furtherance of the Memorandum of Understanding (MOU) dated 26th July 2016 between 3DPLM Software ("3DPLM") and Army Welfare Education Society (AWES).

Based on Clause 2.2 of the MOU, Annexure I of the MOU stands amended and 3DPLM has decided to make an additional contribution of Rs. Four Lakh Fifty Thousand (Rs. 4,50,000/-) for procuring high-end computers towards the objectives of the 3DPLM Product Innovation Lab being carried out by AWES in their college Army Institute of Technology-Pune, as specified in the said MOU.

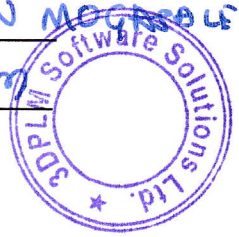
In all other respects the MOU remains unmodified and in full force and effect.

3DPLM Software

Sign: J. Sankar

Name: SUDARSHAN MOGAPALE

Title: CEO, 3DPLM



Army Welfare Education Society (AWES)

Sign: [Signature]

Name: Brig Abhay A Bhat (Retd)

Title: Director
Army Institute of Technology
Dighi Hills, Pune - 411015.



NAME : _____

ADDRESS : _____

THROUGH : _____

SIGNATURE : _____

RECEIPT NO.: 46

FOR W.M.D.C. LTD.

AUTHORISED SIGNATORY

Western Maharashtra
Development Corporation
Ltd. 2nd Floor, Kubera
Chambers, Dr. Rajendra
Prasad Road, Shivajinagar,
Pune 411 005.
D-5/STP(V)/C.R.1014/01/
08/205-208/08



SPECIAL ADHESIVE **महाराष्ट्र**
JUL 21 2016

ZERO ZERO ZERO ZERO ONE ZERO ZERO 12:25

Rs.0000100/-PB6588

STAMP DUTY MAHARASHTRA

197

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made on _____ 2016 ("Effective Date")

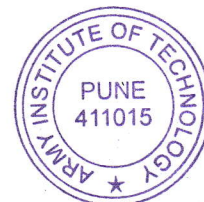
By and between

3DPLM Software Solutions Ltd. (www.3dplmsoftware.com) having its registered office at a company registered under Companies Act, 1950, having its registered office at Plant 11, 3rd Floor, Pirojshanagar, Vikhroli (West), Mumbai-400 079, India (hereinafter referred to as "3DPLM")

And

ARMY WELFARE EDUCATION SOCIETY (hereinafter referred to as "Trust"), situated at BLDG no 202 , Shankar Vihar , Delhi Cantonment ,New Delhi , 110010,registered under the Societies Registration Act XXI of 1860 on 29 Apr 1983 as Army Welfare Education Society (**AWES**)
Registration No. of the Trust is 'S / 13459'

Whereas,



- A) **3DPLM Software Solutions Ltd (3DPLM)** is a joint venture between Geometric Limited (www.Geometricglobal.com) & Dassault Systèmes (www.3ds.com)

3DPLM is the R&D center of Dassault Systèmes in India & has centers' in Pune, Bengaluru & Mumbai. 3DPLM is 2000+ people strong team of passionate and highly qualified technocrats contributing to the product development of Dassault Systèmes products. 3DPLM works on the development of some of the world's best known 3D apps including 3DVIA, CATIA, DELMIA, ENOVIA, GEOVIA, SIMULIA, 3DEXCITE and SOLIDWORKS.

- B) **TRUST** chartered in year 1983 is the **Army Welfare Education Society** with an objective of quality education to the wards of Army and Ex-Army personnel all across India, who has 134 Army Public Schools and 11 professional colleges including **ARMY INSTITUTE OF TECHNOLOGY –PUNE** and others in the areas of Medical Sciences, Management Studies, Law, Fashion Designing and Nursing.

- C) As part of the Corporate Social Responsibility Initiative, 3DPLM would like to promote "Learn by Doing" approach and thereby improving skills & competency development for students in engineering colleges / universities. **3DPLM** intends to set up an 'Product Innovation Lab' in the premises of the **Army Institute of Technology-Pune** located at Dighi Hills ,Alandi Road PUNE (the "**COLLEGE**") as identified by the **TRUST**, which shall be called as "**3DPLM Product Innovation Lab**" (the "**Lab**"). The purpose is to promote 'Learn by Doing' approach, provide a platform for students to acquire integrated engineering, and multi-disciplinary skills, experiment with industry's best software / hardware to bring product innovations, provide 'hands-on' practical experiences and industry exposure to the students and promote 'Make in India' , 'Start-up' culture amongst the engineering student. This will help the students Community to understand the power of Integrated engineering, advanced technologies like Systems Engineering, 3D printing, Robotics, Intelligent products, Engineering Automation. It will also provide them industry exposure and motivate them to explore, design and prototype ideas to contribute for Smart Cities / Smart Villages, build 'Make in India', 'Start-up' culture. (hereinafter referred to as "**the objectives**")

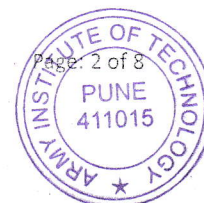
- D) The '3DPLM Product Innovation Lab' will be accessible to the students, faculty members, researchers of the COLLEGE and also to the students, professors, researchers of other colleges / institutes as well as industries, entrepreneurs, in the region (Herein after referred to as "**the Community**") to promote the aforementioned objectives.

1. **Purpose**

- 1.1 This MOU is to establish collaboration between **3DPLM** and **TRUST** to set up a lab "3DPLM Product Innovation Lab" at **COLLEGE** premises.

The objectives of the lab:

- a) To promote "Learn by Doing" approach so that students get practical orientation and hands-on experience while studying the engineering subjects, upcoming technologies
- b) Motivate students / professors to experiment, simulate – evaluate different solutions / approaches to address specific problems, thereby learn through practical approach



- c) Motivate students / professors to explore, design and prototype ideas to contribute for Smart Cities / Smart Villages, build 'Make in India', 'Start-up' culture, find solutions for India's problems – local problems.
- d) Introduce advanced learning experiences
- e) Help local industries, entrepreneurs by providing working prototypes to address their challenges, problems

This Lab shall be accessed by:

- a) The students / professors, researchers of COLLEGE which will help them to understand the technology, concept, power of Integrated Engineering, and understand other related tools-technologies
 - b) The students / professors, researchers of other colleges, institutes in the region solely towards achieving objectives listed above
 - c) Industry, entrepreneurs and Community at large solely towards achieving **objectives** listed above
 - d) Mutually agreed partners of both parties of this collaboration (3DPLM, TRUST) for further studies, research, exploration
- 1.2 To establish a Lab which will be self-sustaining in the near future, that will continue to achieve the objectives listed above

2. Financial arrangement for the Lab

- 2.1 Subject to the terms of this MOU, 3DPLM will contribute funds to the **trust** to set-up the **LAB** at the **COLLEGE** premises. The funds will be contributed by 3DPLM as per the details mentioned in **Annexure i**.
- 2.2 Based on the progress, commitments from both the partners of this MoU, 3DPLM may decide to continue the engagement and provide additional funds in future for enhancement / expansion of the LAB set-up at COLLEGE. All such additional funds given to the TRUST will be recorded by way of an amendment to the Annexure I.
- 2.3 These funds shall be used for:
- (a) Procuring required hardware and software and setting up the required infrastructure for the Lab
 - (b) Appointment of the Lab Manager/Supervisor/Technicians who will be an employees of COLLEGE
 - (c) Provide scholarships to the students undertaking research in this lab. Scholarship criterion and amount will be decided mutually by 3DPLM and the TRUST.
 - (d) Covering other mutually agreed reasonable expenses incurred on account of students / faculty visits to / from 3DPLM and other institutes, industries to understand the know-how and processes required for setting up of the Lab.
 - (e) Organise trainings, conferences in alignment with the objectives stated above.
 - (f) Payments towards periodic maintenance of the hardware/software (AMC) in the Lab
 - (g) These funds shall NOT be used for any activities of profit making in nature.
- 2.4 The parties hereby agree that the detailed investment plan for the Lab shall be discussed between the parties and accordingly worked out over a period of two (2) months from date of execution of this MOU and funds shall be released and usage shall be monitored in accordance with the investment plan.

3. Responsibilities and Mechanism to run the Lab

3.1 3DPLMs' Responsibilities

- a) To Provide financial and management expertise
 - i. Funding as specified in Section 2.1 above
 - ii. Management expertise to set up the Lab and make this program a success
- b) To define initial exercises / experiments to be performed by the students in the lab
- c) To provide technical knowhow and processes knowledge to set up the Lab
- d) Participate in promotion of the Lab
 - i. Organize training and conferences for the students/faculty of COLLEGE
 - ii. Help in industry connect by way of inviting industries to refer their technical problems to the lab to explore possible solutions / prototypes.
- e) To facilitate projects to be undertaken by COLLEGE and it's graduate/post graduate students, interns
- f) To conduct quarterly review to ensure that funds allocated for the Lab are utilized in the manner agreed between the parties

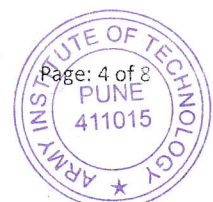
3.2 TRUSTS' Responsibilities

- a) To provide adequate space and infrastructure at the COLLEGE premises for the Lab, with access to Community
- b) To appoint senior faculty member of the College with defined bandwidth to make this program successful and to achieve stated objectives
- c) To appoint a full-time Lab Manager/Supervisor/Technicians to run the Lab
- d) To handle day-to-day operations of the Lab
- e) To develop educational curriculum, define new exercises / experiments to be performed in the lab
- f) To undertake meaningful projects in the area of integrated engineering / Systems engineering / Mechatronics / Robotics, Engineering automation / Simulation in line with curriculum
- g) To promote and support, usage of the Lab by the students & Community
- h) To handle user training and upkeep of infrastructure
- i) To ensure that all the infrastructure installed in the Lab is handled by the TRUST and the COLLEGE with utmost care, is protected to the same extent that TRUST and COLLEGE would protect its own property and is not damaged by the users in the Lab.
- j) To encourage conducting of research or analytical projects in the relevant area in the Lab by students' / faculty community.

3.3 Joint Responsibilities of all the parties

- a) To work jointly and co-operate with each other to accomplish the goal for setting up of the Lab
- b) To promote culture of innovation and Community participation
- c) To suitably upgrade the Lab in line with technology advancements and Community requirements
- d) To undertake joint collaborative research projects in the relevant area
- e) Each party shall appoint their representative as a Single Point of Contact (SPOC) who shall constitute a 'Joint Working Group' to manage and execute the cooperative activities mentioned in this MOU. This group shall decide on Lab progress milestones and hold quarterly progress reviews for the Lab and suggest means to increase lab utilization for Community purpose.

SPOC details:



<p>For: 3DPLM Software Solutions Limited Name: Sudarshan Mogasale (CEO) Address: 3DPLM Pune Office Plot No. 15B, Pune Infotech Park, M.I.D.C, Phase-I, Hinjewadi, Taluka Mulshi Pune 411 057 Ph: +91 (20) 6793 6600 Email id: Sudarshan_Mogasale@3dplmsoftware.com</p>
<p>For: Army Welfare Education Society (TRUST) Name: Brig (Dr) S K Lahiri (Retd) Title: Director, Army Institute of Technology. Address: Dighi Hills, Alandi Road, Pune – 411015. Phone: 020- 27157758. Email id: director@aitpune.edu.in</p>

Each party shall notify the other of any modification in writing in case of change in the above SPOC.

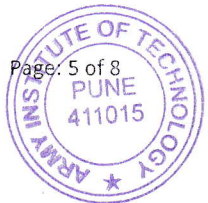
- f) To make the Lab self-sustaining in the near future

3.4 Mechanism to make the Lab self-sustaining:

- a) The mechanism to run and make the Lab self-sustaining will include fund generation activities such as:
 - i. Students and faculty community will get free lab access and material at free/concessional rates to be decided by TRUST in consultation with 3DPLM
 - ii. Industries and other individuals will pay for machine time and material at prescribed rates to be decided by Trust in consultation with 3DPLM
- b) The above mechanism for Community usage of the Lab shall be finalized within 90 days of signing of this MOU and TRUST shall implement it accordingly.
- c) All funds generated through the above mechanism shall be utilized by the TRUST solely for supporting the Lab in future.

4. Term

- 4.1 This MOU shall be effective from the 'Effective Date' and shall be valid for an initial period of 3 years. Thereafter, this MOU shall automatically renew for successive three (3) year terms unless terminated by either party in accordance with the provisions of this MOU.
- 4.2 During the initial term or any renewal term, either party may terminate this MOU upon sixty (60) days prior written notice to the other party.
- 4.3 Notwithstanding the foregoing, either party may terminate this MOU by written notice to the other parties if any party is in breach of any material provision of this MOU and such breach is not cured within fifteen (15) days after written notice thereof is received by the breaching party.
- 4.4 In the event of termination of this MOU prior to expiry of the initial term of 3 years, 3DPLM shall have no obligation to provide further funding to the Lab and TRUST will continue to use the Lab along with its infrastructure at its own cost.



4.5 In the event of termination/expiry of this MOU after 3DPLM has provided the entire funding for the Lab as specified in Section 2.1 above, the Lab may be at the option of 3DPLM continue to be called as "3DPLM Integrated Engineering Lab".

4.6 This MOU shall be governed by the laws of the Republic of India.

5. **Access to the lab and process knowledge developed at the Lab**

5.1 3DPLM shall have access to all the experiments developed at the Lab by Community and to the process knowledge built up at the Lab.

5.2 3DPLM shall have access to the prototypes developed at the Lab by Community and to the process knowledge built up at the Lab.

6. **Branding**

3DPLM reserves the right to do branding as and where it deems appropriate. The Trust will seek prior approval from 3DPLM before using the 3DPLM logo/brand in any form.

7. **Review and Monitoring**

7.1 The Trust shall submit reports each Quarter, giving the status of various stages of completion of the lab as well as statements containing details of expenses incurred by it to 3DPLM, per requirement. The Trust shall also provide such information and documents as are required by 3DPLM with respect to the said project.

7.2 3DPLM reserves the right to make visits to the Lab to monitor progress of the same, with adequate prior notice to the Trust.

8. **Miscellaneous**

8.1 Neither Party shall be liable for failure or delay on its part in performing its obligations under this MOU, if such failure or delay is partly or wholly due to a Force Majeure condition.

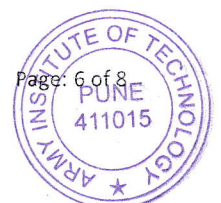
8.2 All conditions, changes, erasures, amendments, waivers, etc. shall only be in writing, duly executed by all the Parties.

8.3 Neither parties may assign any part or whole of this MOU or any rights hereunder, without the written permission of the other parties.



8.4 This MOU sets forth the entire agreement and understanding between the Parties with respect to the subject matter hereof and merges all discussions and negotiations between them prior to such execution.

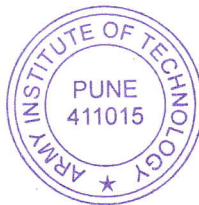
8.5 The Parties shall make best efforts to resolve all differences and disputes arising in connection with this MOU amicably. In case the differences are not resolved amicably, a committee will do the same and failure after that to resolve differences could lead to termination of this MOU.

8.6 The TRUST shall provide 3DPLM all access and information and copies of all information relating to the subject matter of this MOU and shall take all steps required by 3DPLM to fulfill its internal regulations and compliances under applicable law.



IN WITNESS WHEREOF the Parties have caused this Memorandum of Understanding to be executed the day and year first herein above written.

For and on behalf of 3DPLM Software Solutions Ltd	For and on behalf of Army Welfare Education Society (Trust)
	
Name: SUDARSHAN MOGASALE	Name: Brig (Dr) S K Ladd (Retd)
Designation: CEO, 3DPLM	Designation: Director, Army Institute of Technology
Date:	Date: Digbi Hills, Pune - 411015. <i>July 2016</i>



Annexure I

It is agreed between the parties that initially, 3DPLM will contribute Rs. 11,00,000/- (Eleven Lakh Rupees) to the trust to set-up the LAB at the COLLEGE premises, and the same to be utilized by during **current financial year**. The trust confirms that it shall provide receipts for all such expenses incurred in setting up the Lab.

The Trust will be required to give an explanation, in writing, for any delay in the achievement of the objectives envisaged, and thereby for the non- utilisation of the contribution until 30th September 2016.

Based on the progress, commitments from both the partners of this MoU, 3DPLM may decide to continue the engagement and provide additional funds in future for enhancement / expansion of the LAB set-up at COLLEGE. All such additional funds given to the TRUST will be recorded by way of an amendment to this Annexure.

----- (0) -----

J. Sawha

Mahini
26/7/2016
Director
Army Institute of Technology
Dighi Hills, Pune - 411015.

