

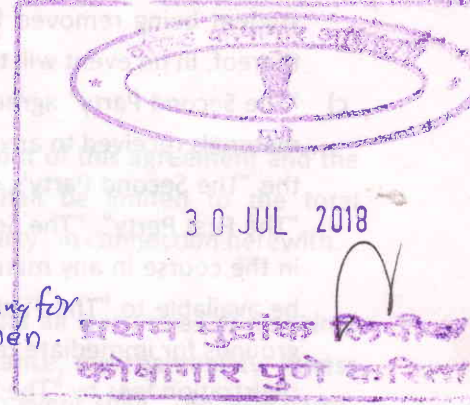
महाराष्ट्र MAHARASHTRA

2018

AK 962817

आकारासाठी मुद्रांक खरेदी केला त्यांनी त्याच कारणांमुळे मुद्रांक खरेदी केल्यापासून 6 महिन्यां वापरणे बंदीकारक आहे

24836 3 AUG 2018
 मु.शुभेतरत्कम... 500/-
 दस्ताचा प्रकार... Bond
 दस्त नोंदणी करणार आहेत का ? होय/नाही
 मिळालेल्या वर्णन.....
 मुद्रांक विकत घेणाऱ्याचे नांव... Cummins College of Enggineering for women
 पत्ता... Karvenagar... Pune-2
 दुसऱ्या पक्षकाराचे नांव... Triz Association of Asia
 हस्त व्यक्तीचे नाव व पत्ता... Gopal Hanburkar Karvenagar
 नितीन एन. गांधी (परवाना नं. 2209048)
 शांभू नं. 28, केदार एम्पायर,
 कर्वेनगर, पुणे-4 फोन-244634/4



TRAINING AND LICENSE AGREEMENT

TRIZ Association of Asia herein referred to as "The First Party" provides training, continuing education, and conducts exams on TRIZ Level 1. Cummins College of Engineering for Women, Pune herein referred to as "The Second Party" hereby desires to engage the services of "The First Party" and "The First Party" has agreed to provide services to "The Second Party" on the terms and conditions provided for herein and in the registration form completed by "The Second Party" which is hereby incorporated and made a part hereof. This Agreement and the said registration form shall govern and control the relationship and agreement between the parties.

1. Event / workshop description

- a) Time(s): Refer Annexure 1
- b) Type of training workshop:



32 hours TRIZ level 1, Workshop for "The Second Party" This workshop will be highly interactive in nature including case studies, simulation exercises.



2. Scope of the Project / Training:

The curriculum coverage of the workshop will be based on the Body of Knowledge as laid down by the International TRIZ Association (MATRIZ).

TRIZ Association of Asia to train Minimum 20 participants & a Maximum of 25 participants in a single batch.

3. Enrolment

- a) In consideration of the registration fees paid to "The First Party" by "The Second Party", "The First Party" agrees to enrol "The Second Party" in and to allow "The Second Party" to participate in that particular course or courses registered for by "The Second Party"
- b) Enrolment is personal to "The Second Party" and may not be transferred without the prior written consent of "The First Party". However, registration fees paid by an institution for the benefit of an employee / student, are transferable to a different employee / student at any time prior to the course start date upon written notice from such company to "The First Party" of the name of the employee / student being removed from registration as well as the name of the employee being added in lieu thereof. In no event will transfer of registration fees be permitted after a course begins.
- c) "The Second Party" agrees not to distribute training materials or copies of recorded lectures or other materials received to anyone other than "The Second Party" (or, if "The Second Party" is an institution, the "The Second Party's designated training participant) without the express prior written consent of "The First Party". "The Second Party" further agrees not to allow unauthorized persons to participate in the course in any manner or to view recorded lectures. In addition to such other remedies as may be available to "The First Party", violation of this provision or of any other provision hereof shall be grounds for immediate termination of this agreement by "The First Party" and forfeiture of any and all registration fees by "The Second Party".

4. Fees and Payment Terms

- a) **Professional Fees applicable** is INR 25000 per candidate (Faculty) & INR 15000 per candidate (Student), with a minimum batch (Mix of Faculty + Students) size of 20 candidates & a maximum(Mix of Faculty + Students) batch size of 25 candidates.
- b) The First party shall bill the Second party for a minimum of 20 candidates irrespective of the minimum batch size and; for a batch size of above 20 candidates, it would bill the Second party on a prorate basis (based on the enrolment)
- c) There would be a Goods and service tax applicable on the above mentioned fees.
- d) 50% of the professional fees have to be paid on signing of this contract. The balance 50% fees to be paid on execution of the training. The payments should be in favour of **TRIZ Association Asia**.

5. Certification :-

On successful completion of the course and passing the exam, the candidates would be awarded a Basic LEVEL 1 certificate by TRIZ Association of Asia.



6. Travel Arrangements:-

"The First Party" would be making the, to & fro arrangements of travel for the trainer.

7. Hotel Accommodation & Local Transportation:-

"The Second Party" would be taking care and would be doing all the stay & local travel arrangements including the internet connection for the trainer during his visit for conducting the training.

8. Logistics and Management of the event:-

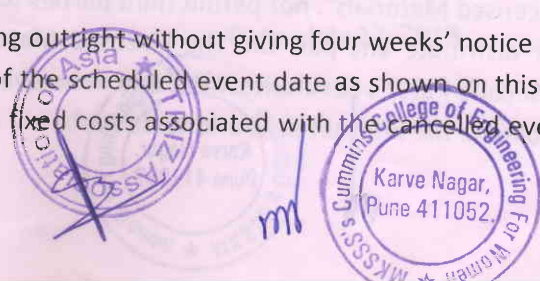
- a) "The Second Party" will provide all logistics, venue management, audio / visuals, and operational components related to the delivery of the Training.
- b) "The Second Party" would provide the training, study, or other course materials hereinafter referred to as "The Licensed Materials" to the participants, master copy of the same would be provided to "The Second Party" by "The First Party".
- c) In order to have "The Licensed Materials" included in the training documentation which could be distributed to the participants "The First Party" would be sending the files (hard copy) at least 1 week before the training date.

9. Limitation of Liability

- a) The aggregate liability of "The First Party" for any and all claims arising out of this agreement and the accompanying registration form and the services to be provided shall be limited to the total compensation actually received by "The First Party" from "The Second Party" in connection herewith.
- b) Except as specifically provided herein, "The First Party" disclaims any and all warranties of any kind, express or implied, including, but not limited to, warranties of performance, merchantability, fitness for a particular purpose, accuracy, completeness, and currentness. In no event shall "The First Party" be liable to "The Second Party" or anyone claiming through or for "The Second Party" for any lost profits, commercial loss, loss of use, or any consequential, exemplary, incidental, indirect, or special damages.

10. Cancellation and Postponements Terms

- a) "The Second Party" expects that a TRIZ LEVEL 2 mentor from TRIZ Association of Asia will provide the training.
- b) If "The Second Party" postpones the Training, the re-scheduled date must be within three months of the original date (as mentioned in this agreement). All expenses incurred and that which is non-refundable (venue, Flights and hotel bookings for the first party) will be the responsibility of "The Second Party".
- c) If "The Second Party" cancels the Training outright without giving four weeks' notice from the dates of the workshop to the First Party ahead of the scheduled event date as shown on this agreement, "The Second Party" will be held liable for the fixed costs associated with the cancelled event, including but



not limited to trainer professional fees, hotel and facilities costs/deposits, administrative and other costs associated with the event.

11. Participant Complaint Procedure

All complaints should be directed to "The First Party" mail id pv.narayan@trizasia.com

12. Ownership of Content and Materials

- a) Any and all content and materials including but not limited to "The Licensed Materials" created, supplied, included, or provided by "The First Party" in connection with any course before, during or after the course shall be and remain the sole property of "The First Party". Without limiting the foregoing, the parties acknowledge and agree that any and all right, title, and interest (including copyrights and trademarks) in and to the lectures as originally presented and any recordings thereof as well as any training, study, or other materials provided (whether in print, via email, or other formats) are and shall remain the sole property of "The First Party".
- b) The foregoing notwithstanding, "The Second Party" shall have a personal, nonexclusive, non-transferable, limited license to use and view such content and "The Licensed Materials" for purposes of preparing for and participating in the course and for studying and reviewing for any examination which is the subject of or is related to the course and otherwise in accordance with the terms and conditions set forth herein. A "The Second Party" participating in the course may make copies of "The Licensed Materials" so provided by "The First Party" for his or her own personal use only. "The Second Party" acknowledges and agrees that "The Second Party" has no right to, and that he or she will not, sell, assign, license, convey, transfer, publish, or distribute "The Licensed Materials" or copies of recorded lectures, or any parts thereof, to others without the express prior written consent of "The First Party".

13. Royalty for use of training material

- a) "The First Party" hereby grants to the "The Second Party", during the term of this Agreement, the non-exclusive right to use "The Licensed Materials", provided by the "The First Party" on the payment of a Royalty of INR 4 lakhs per annum for the purposes of research, teaching and/or private study and never for Commercial Uses
- b) "The Second Party" shall not:
 - a. Use, or permit any third party to use, "The Licensed Materials" for any purposes other than research, teaching and/or private study.
 - b. Use, or permit any third party to use, "The Licensed Materials" for Commercial Uses.
 - c. Use "The Licensed Material" in their course packs (print or electronic).
 - d. Remove, obscure, or change any copyright notices, author identification, disclaimers or other proprietary legends incorporated in "The Licensed Materials".
 - e. Alter, abridge, adapt or modify the Licensed Materials or prepare derivative works based upon "The Licensed Materials", nor permit third parties to do so.
 - f. Post or distribute any part of "The Licensed Materials" on any electronic network other than "The Second Party's Secure Network and in no event make available "The Licensed Materials" to the public via the Internet or World Wide Web.

Karve Nagar,
Pune 411052.

MKS&S's Cummins Training For Women

- g. Make agreements for access to "The Licensed Materials" with any individuals, organizations, vendors, affiliates, partners or any third party.
- c) "The Second Party agrees to take an written undertaking from all the participants as per Annexure 2 appended to this agreement

14. Governing Law and Jurisdiction

This Training and License Agreement and the accompanying registration form constitute the entire agreement between the parties concerning the subject matter hereof. No waiver, variation, or amendment of any term or condition hereof shall be effective without the written consent or approval of both parties hereto. This agreement shall be governed by and subject to the laws of the India. The parties hereby submit to the exclusive jurisdiction of the High Court of Mumbai.

15. Online Registration Form

By affirmatively checking the requisite box on the online registration form (which action "The Second Party" hereby acknowledges and agrees shall constitute "The Second Party's electronic signature), "The Second Party" acknowledges that the terms and conditions of this Training and License Agreement and the accompanying registration form has been read and understood and that "The Second Party" agrees to be bound by the terms and conditions thereof.

16. Notice

Any notice required under this Agreement shall be in writing and sent to the address shown at the end of this Agreement or such other address as may be provided by each party from time-to-time. Notices shall be effective when received and shall be sent by certified e-mail or by courier or registered post

ACCEPTED AND AGREED:

Signed by:

TRIZ Association of Asia
("The First Party")



P V Narayan - President, TRIZ Association of Asia.

A / 502, Jeevan Vihar CHS, Koparkar Marg,
Jaydeep Nagar, Nahur (East) Mumbai - 400042 ,
India

E mail: info@trizasia.com

Date: August 02, 2018

Cummins College of Engineering for Women ("The
Second Party")



Dr. Madhuri Khambete

Director

Cummins College of Engineering for Women, Pune

Email : madhuri.khambete@cumminscollege.in

Date : July 17, 2018

Annexure 1

Day	Time	Topic covered
04-Aug-18	4hrs	Introduction & benefits of TRIZ
		Methods for activating creative thinking and generating ideas.
		History of the creation and evolution of TRIZ.
11-Aug-18	4hrs	TRIZ objects and basic definitions (the engineering system, product, tool, super - system, subsystem, function, ideality, ideal final result, competing and alternative systems, system operator, inventive situation, inventive problem, etc.).
		Fighting psychological Inertia.
		Working on cases
25-Aug-18	4hrs	Function analysis (FA) for products
		Working on cases
01-Sep-18	4hrs	Trimming of Components or products
		Basics of cause - effect analysis
08-Sep-18	2 - 4hrs	Industry expert Lecture on benefits of TRIZ in generating Patents
29-Sep-18	4hrs	Basics of cause - effect analysis (contd)
		Resources and resource analysis
		Engineering contradiction (EC) and EC resolution principles
		Working on Cases
06-Oct-18	4hrs	Altshuller's matrix for the elimination of engineering contradictions.
		The formulation and elimination physical contradictions(PC).
		Working on a Case study using inventive steps
13-Oct-18	1.5hrs	Open book Exam for the TAA Certification

Each of the sessions will be followed by home assignments.

The above time table is indicative. There is a possibility of change, based on mutual understanding if required.

