10 MAY 2023

₹00/-

महाराष्ट्र MAHARASHTRA ......मु.शु.रक्कम... ◉ 2022 ◉   BW 286545

दस्तऐवज प्रकार: म्री.०.यू.

नोटिंग करणार आहेत का ? होय/नाही.

विकत्याचे वर्णन: Veritas Software Technologies India P#Ltd/
प्रथम विकत घेणाऱ्याचे नाव: C Building, 4,11 to 16, Panchshill Business Park, Baleivadi,
Cummins College Karvenagar, Pune Pune. 45

दुसऱ्या भारनाराचे नाव: Harshad Pote

सौ. मंगल रा. गाडोले
परवाना क्र. २२०१०४७
मुद्रांक विकत घेणाऱ्यांचे गहे डी-२२/५, देवेंद्र, कोथरूड, पुणे-३८

कोषागार अधिकारी
पुणे
0 3 MAY 2023
प्रथम मुद्रांक लिपीक
कोषागार पुणे करिता

Agreement

M.K.S.S. Cummins college of Engg. for Women
KARVENAGAR
Pune-52

This Agreement is made and entered into as of 10th May 2023 by and between **Veritas Software Technologies India Private Limited** a Company having its registered office at Eon Free trade Zone, Wing 4, Cluster A, Plot no. 1, and Survey No. 77, MIDC knowledge park, Kharadi, Pune 411014 (hereinafter referred to as 'Company') which expression, unless repugnant to the context shall mean and include its successors and assigns, of the **FIRST PART,**

AND

Cummins College of Engineering for Women (An Autonomous Institute affiliated to Savitribai Phule Pune University), Cummins College Rd, Karve Nagar, Pune, Maharashtra, INDIA – 411052 (hereinafter referred to as 'Cummins'), which expression, unless repugnant to the context shall mean and include its successors and assigns, of the **SECOND PART**

AND

WHEREAS, both the above mentioned hereinafter referred to as "PARTY" individually and "PARTIES" collectively.

AND

WHEREAS, both the parties would like to encourage collaboration between Company and CUMMINS in the area of Industry relevant research projects for students and faculty including but not limited to Open Source software development, Industry specific course curriculum, Industry Expert lectures on Technology subjects, faculty and staff development programs more particularly described in Annexure-I.

WHEREAS CUMMINS and the Company have agreed that the final resultant product **[if any]** shall be co-authored by both the parties and made available under Apache [https://www.apache.org/licenses/LICENSE-2.0] or MIT [https://opensource.org/licenses/MIT] open source license for noncommercial and commercial purposes;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, THE PARTIES AGREE AS FOLLOWS:

Following departments will play major role in conducting various activities under this Agreement.

1. **Department of Computer Engineering**
2. **Department of Information Technology**
3. **Department of Electronics and Telecommunication**

ARTICLE 1 – DEFINITIONS

1.1 **Agreement** means this agreement including the recitals, any Schedule(s) and any Annexure(s).

1.2 **"Confidential information"** means and all non-public information provided by one party to the other party or otherwise learned by a party during the course of performance of this agreement including but not limited to the Employee and third party data, software programs, prices, processes, requirements, documentation, developments, financial, marketing and other business information, and any other material or information that is identified at the time of disclosure as confidential or proprietary or which otherwise one would reasonable expect to be confidential or proprietary.

1.3 **"Disclosing Party"** shall mean the Party to the Agreement, or its employees, agents and other authorized representatives disclosing the confidential information to the other Party to the Agreement, or its employees, agents and other authorized representatives.

1.4 **"Effective Date"** shall mean the date of fully executing this Agreement.

1.5 **"Field of Research"** shall mean the area of research as defined in the relevant Project.

1.6 **"Intellectual Property or IP"** means, whether subject to statutory protection or not, including but not limited to inventions; discoveries; manner, method or process of manufacture; biological material; patents; petty patents; utility models; drawings, know-how; prototypes, integrated circuit, circuit layout or semiconductor chip layout or design; plan, drawing or design; or scientific, technical or engineering information or document trademarks, copyright or other rights in the nature of copyright subsisting in any works; computer software (in source and object format); improvement, modification or development of any of the foregoing; trade secret, know-how, or right of secrecy or confidentiality in respect of any information or document and any similar right recognized from time to time in any jurisdiction.

1.7 **"Know-how"** means technical information of a proprietary nature which will be kept confidential.

1.8 **Open Source Software** is computer software that is available with source code: the source code and certain other rights normally reserved for copyright holders are provided under an open-source license that permits users to study, change, improve and at times also to distribute the software.

1.9 **Open Source License** is a license for computer software that makes source code available for everyone to use, review, modify, redistribute, and commercially use without having to pay the original author for e.g. MIT license, Apache license, etc..

1.10 **"Project"** shall mean a written proposal setting forth the research tasks and objectives to be performed under the terms of this Agreement pursuant to specific Statement of Work approved by the Parties more particularly described in Annexure-I.

1.11 **Receiving Party"** shall mean the Party to the Agreement, or its employees, agents and other authorized representatives, receiving the confidential information from the other Party to the Agreement, or its employees, agents and other authorized representatives.

1.12 **"Term of the Agreement"**, which is the period for which this Agreement remains valid as specified in Article III unless terminated earlier pursuant to the Termination clause or extended further under written agreement by all the PARTIES or their duly authorized representatives.

1.13 **"Statement of Work"** means the research tasks and objectives to be performed.

ARTICLE-2: SCOPE OF WORK:

2.1 **Project:** Each Party agrees to contribute in the Project by performing its individual and joint roles and obligations. More specifically Parties shall be engaged in joint new ideas and prototype development & data storage and data protection industry research, collaborative courses offering by assisting faculties of CUMMINS related to data storage and data protection concepts, Open Source software development, data security etc, conducting joint workshops, seminars and technical symposia to provide a visibility to the Institute, provide project opportunities to students of CUMMINS as per company policy of Veritas to increase employability of CUMMINS students, and technical support by conducting expert lectures and sharing domain knowledge with each other.

2.2 **Staffing and Facilities:** CUMMINS will provide staff and facilities to conduct the project more particularly described in Annexure-I.

2.3 **Expenditure of Payments:** Not applicable

2.4 **Site Visits:** Upon reasonable notice, representatives of the Company may visit the Institute for purposes of meeting and talking with personnel engaged in the Project.

2.5 **Remedies:** The sole remedy for breach of any of the sections of this Article will be termination of this agreement.

2.6 **Freedom of Research:** The Company acknowledges that CUMMINS may engage in other research within a specific Field of Research funded by public or private sources and conducted separately, and the Company shall have no rights hereunder to such other research or resulting Intellectual property. The Institute hereby warrants that it shall not include and incorporate any technology and Intellectual Property resulting out of other research projects within a specific field of research into the project governed by this agreement.

ARTICLE-3: PERIOD OF PERFORMANCE

The period of performance of this Agreement will be from **10th May 2023 to 30st April 2024** unless extended by mutual agreement or terminated in accordance with Article 09.

ARTICLE-4: PAYMENTS AND OTHER ARRANGEMENTS: NA

ARTICLE-5: CONFIDENTIALITY

5.1 In the performance of the Research, it may be necessary for one Party to receive information that is proprietary and confidential to the Disclosing Party. Such information disclosed by the Disclosing Party orally, or in any tangible form shall be considered Confidential Information and kept in strict confidence. Except as otherwise provided herein, for a period of three (3) years following the date of expiration or termination of this Agreement, the Receiving Party agrees to use the confidential information only for purposes of this Agreement and further agrees that it will not disclose or publish such information without the prior written consent the of the Disclosing Party. However, it should become necessary to disclose confidential information, the parties shall execute a separate Non-Disclosure Agreement.

5.2 The Receiving Party must use a reasonable degree of care to prevent the inadvertent, accidental, unauthorized or mistaken disclosure or use by its employees of confidential information disclosed hereunder.

5.3 Neither Party shall disclose Research Results or any aspect of the existence nor the technical progress of the Project to the public or to any third party, except as expressly stated in Article 07.

ARTICLE- 6: INTELLECTUAL PROPERTY

6.1 **Developments.** Subject to CUMMINS's rights in and to its Pre-Existing Works (as defined in subsection 6.2 below),IPR[Intellectual Property Rights] protection in all products, inventions, documents, writings, graphic designs, photographs, content, reports, workflows, software (including modifications and documentation), and other items, feedback, suggestions or materials provided by or on behalf of CUMMINS and in collaboration with the Company, shall be in accordance with separate project specific agreement.

6.2 **Pre-Existing Works:** Each party shall retain all right, title and interest in and to any intellectual property in any technology or Confidential Information provided or developed by it independently ("Intellectual Property") during performance under this Agreement. Nothing contained in this Agreement shall be deemed to grant, either directly or by implication, estoppel, or otherwise, any license to any Intellectual Property by the providing party to the receiving party.

6.3 **Open Source license:** The final resultant product [if any] shall be made available by CUMMINS under an open source license for noncommercial and commercial purposes. For the purpose of releasing/ distributing source code of the resultant product under an Open Source license, CUMMINS shall furnish the company with the information on the proposed identified Open Source license and grant the company fifteen (15) days from the date of furnishing such information, for review and approval.

ARTICLE- 7: PUBLICATIONS

7.1

7.1.1 Except for the Company's Confidential Information, the Institute and its employees shall have the right, at their discretion, to release information or to publish any data, writings, or material or to use such in the Institute seminars, tutorials and lectures; and

7.1.2 Subject of Article 7.2 publish any non-confidential information and results arising out of this engagement between the Parties.

7.2 CUMMINS shall furnish the Company with a copy of any proposed publication date and grant the Company thirty (30) days from the date of furnishing, for review and comment. Within this period, the Company may request CUMMINS, in writing ["confidentiality notice"], to delay such publication for a maximum of a further period of sixty (60) days in order to protect the potential IP, including the patentability of any invention, and CUMMINS shall comply with any such request so long as it is reasonable. Such delay shall not, however, be imposed on the submission of any student thesis or dissertation Provided that whether or not a confidentiality notice has been given, the Company's confidential information may not be published.

ARTICLE- 8: LIMITATION OF LIABILITIES AND DISCLAIMER

8.1 THE PARTIES DISCLAIM ANY AND ALL WARRANTIES BOTH EXPRESS AND IMPLIED WITH RESPECT TO THE SERVICES TO BE PERFORMED HEREUNDER AND ANY DELIVERABLES RESULTING THEREFROM, INCLUDING THEIR CONDITION, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS THEREIN, THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, VALIDITY OF ANY INTELLECTUAL PROPERTY RIGHTS OR CLAIMS, OR NONINFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

8.2 The parties agree that each party shall be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof.

8.3 The foregoing limitations of liability, damages and claims are intend to survive termination of this Agreement and apply without regard to any other provisions of this agreement which have been breached or proven ineffective.

ARTICLE-9: TERM AND TERMINATION OF THE AGREEMENT

9.1 This Agreement shall terminate on the expiry of the Term of the Agreement, unless extended upon the mutual consent of the Parties by a new Agreement or by amendment hereto expressed in writing.

9.2 Either the Company or CUMMINS may terminate this Agreement at any time by giving thirty (30) days written notice of termination to the other Party. In the event of such termination, CUMMINS will proceed in an orderly fashion to terminate any outstanding commitments and to stop the work as soon as it is practicable to do so, and commitments existing at the time the notice of termination is received which cannot be cancelled.

9.3 CUMMINS may terminate performance on any task if circumstances beyond its control preclude the continuation of the Project.

9.4 Subject to Article 9(3) above, Article 6, 7 and 9 of this Agreement shall survive the expiry or earlier termination of this Agreement, howsoever caused.

ARTICLE-10: APPLICABLE LAW

This Agreement shall be construed, interpreted, and governed by the laws of India. Any disputes relating to this Agreement which have not been successfully resolved through the dispute resolution process shall be subject to the jurisdiction of the Courts in Pune.

ARTICLE-11: ADDRESS OF THE PARTIES AND COMMUNICATION

11.1 All notices and other communications required or permitted under this Agreement shall be deemed to be proper when given in writing and sent by registered post, facsimile and confirmed by mail, postage prepaid, to the designated Party at the addresses set below:

If to the Institute:

Cummins College of Engineering for Women

(CUMMINS)

Cummins College Rd, Karve Nagar,

Pune, Maharashtra, INDIA – 411052.

With a copy to: Prof (Dr) M.B. Khambete, Principal

If to the Company:

Veritas Software Technologies India Private

Limited

Eon Free trade Zone, Wing 4, Cluster A, Plot no. 1, and Survey No. 77, MIDC knowledge park, Kharadi, Pune -411014

With Copy to: Mr Vijay Mhaskar, VP engineering
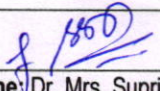
ARTICLE- 12: MISCELLANEOUS

12.1 **Entire Agreement.** This Agreement sets forth the complete agreement of the parties concerning the subject matter hereof. No claimed oral agreement in respect thereto shall be considered as any part hereof. No amendment or change in any of the terms hereof subsequent to the execution hereof shall have any force or effect unless agreed to in writing by duly authorized representatives of the parties.

12.2 **Waiver.** No waiver of any provision of this Agreement shall be effective unless executed in writing. No waiver shall be deemed to be, or shall constitute, a waiver of a breach of any other provision of this Agreement, whether or not similar, nor shall such waiver constitute a continuing waiver of such breach unless otherwise expressly provided in such waiver.

12.3 **Amendment.** No amendment or variation to this Agreement will operate to change or vary the terms, obligations or conditions hereof except upon mutual agreement by both parties signed by an authorized representative of each Party.

12.4 **Use of Name:** A Party must not use the name, trademarks or logos of the other Party without that other Party's prior written consent. Any consent required may be given, withheld or made subject to conditions in the relevant Party's sole and unfettered discretion. If seeking consent under this clause, the Party must provide written details of the proposed use of the other Party's name, trademarks or corporate logos to the other Party.

12.5 **Severability:** Each provision contained in this Agreement is declared to constitute a separate and distinct covenant and provision and to be severable from all other separate, distinct covenants and provisions. It is agreed that should any clause, condition or term, or any part thereof, contained in this Agreement be unenforceable or prohibited by law or by any present or future legislation then:

12.5.1 such clause, condition, term or part thereof, shall be amended, and is hereby amended, so as to be in compliance therewith the legislation or law;

12.5.2 if such clause, condition or term, or part thereof, cannot be amended so as to be in compliance with the legislation or law, then such clause, condition, term or part thereof shall be severed from this Agreement and all the rest of the clauses, terms and conditions or parts thereof contained in this Agreement shall remain unimpaired.

12.6 **Independent Contractor:** For the purposes of this Agreement and all services to be provided hereunder, each Party shall be, and shall be deemed to be, an independent contractor and not an agent or employee of the other Party. Neither Party shall have authority to make any statements, representations nor may commitments of any kind, or to take any action, which shall be binding on the other Party, except as be explicitly provided for herein or authorized by the other Party in writing.

12.7 **Force Majeure.** Neither Party shall lose any rights hereunder or be liable to the other Party for damages or losses (except for payment obligations) on account of failure of performance by the defaulting Party if the failure is occasioned by war, strike, fire, Act of God, earthquake, flood, lockout, embargo, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence or intentional conduct or misconduct of the nonperforming Party, and such Party has exerted all reasonable efforts to avoid or remedy such force majeure; provided, however, that in no event shall a Party be required to settle any labour dispute or disturbance.

Veritas Software technologies India Private Limited	Cummins College of Engineering for Women (CUMMINS)
Address: Eon Free trade Zone, Wing 4, Cluster A, Plot no. 1, and Survey No. 77, MIDC knowledge park, Kharadi, Pune 411014	**Address:** Cummins College Rd, Karve Nagar, Pune – 411052.
By:	By:
Name: Mr. Vijay Mhaskar	**Name:** Prof (Dr) M. B. Khambete
Title: SVP Engineering and Site Lead, Pune	**Title:** Principal
	By:
	Name: Dr. Mrs. Supriya Milind Kelkar
	Title: HOD, Computer Engineering, CUMMINS

Annexure I
Statement of Work

[Project details, Staffing and Facilities]

- **Project Title:** Design and develop solutions in data protection, storage, and data management domain.

- **Project description:** Project ideas related to data management using technologies like Cloud, Storage, AI/ML, NLP, Container, Performance, NoSQL, Rest APIs etc

    a) **Role of CUMMINS:** CUMMINS will provide the following resources:

    - Faculties to work with Veritas team to plan, deliver the activities mentioned above.
    - Access to students across multiple disciplines to leverage knowledge sharing as well as project opportunities made available by Veritas.

    b) **Role of Veritas:** Veritas will provide following resources:

    - Offer data storage and data protection relevant projects to B. Tech /M. Tech students.
    - Associate mentors for joint research activities
    - Expertise in building curriculum for data storage and data protection
    - Guest lectures from Industry Experts in the field of data storage and data protection a
    - Industry visits to faculty and /or students
    - Webinars on cutting edge technologies, human values, soft skills development etc.
    - Internship for students of CUMMINS

    c) **Staff and Facilities:**

        1. Project guide to each project group

        2. Visits upon reasonable notice

- **Project Progress Review Committee**
    1. Dr. Shilpa Deshpande, Associate Professor, CUMMINS
    2. Dr. Mrs. Supriya Milind Kelkar, HOD, Computer Engineering, CUMMINS
    3. Prof (Dr) M. B. Khambete, Principal, CUMMINS
    4. Mr. Pankaj Bhavishi, Sr. Director, Veritas
    5. Ms. Suchitra Herwadkar, Technical Director, Veritas
    6. Mr. Sumit Dighe, Technical Director, Veritas
    7. Mr. Deodatta Barhate, Principal Software Engineer, Veritas
    8. Mr. Amit Rastogi, Senior Principal SQA Engineer, Veritas

- **Institute deliverables:** Project documentation, code developed as part of assigned project, Demo to review committee, whitepaper published if any.

- **Project schedule/time frame and responsibility matrix**

    Timeline – Projects can be of different duration from three months to eight months. To be extended with consent from project guide

    Faculties – keep track of progress on project work and deliverables, coordinate with Veritas mentors.

    Veritas – mentorship, guidance to students, review of project work, frequent sync up with students on progress and next steps