

**MEMORANDUM OF UNDERSTANDING
(MoU)**

Between

**Institute of Defence Scientists and Technologists
(IDST)**

*L-35, DSC Lines, ARDE Campus, Pashan,
Pune – 411021.*

And

ANSYS Software Pvt Ltd

*Plot No. 34/1, Rajiv Gandhi InfoTech Park, MIDC, Hinjewadi,
Pune – 411015.*

For

Collaboration to demonstrate the complementarities of simulation solutions and management solutions in the design process of DRDO projects and other related solution provision for defence projects where IDST is involved in.

MoU No.: IDST /PN/MoU /
Date : August 23rd, 2018

Initials of

Chairman
[Signature]
IDST -Pune Branch,
Pashan-411021.



Seal:

Initials of

Area Vice President
[Signature]
ANSYS Software Pvt Ltd
Hinjewadi, Pune-411057.



Seal:

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This
MEMORANDUM OF UNDERSTANDING
(Here in after referred as MoU)
Made and entered in on

BETWEEN

Institute of Defence Scientists and Technologists
(IDST)

*L-35, DSC Lines, ARDE Campus, Pashan,
Pune – 411021.*

And

ANSYS Software Pvt Ltd

*Plot No. 34/1, Rajiv Gandhi InfoTech Park, MIDC, Hinjewadi,
Pune – 411015.*

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LIST OF CONTENTS

Sl. No.	Nomenclature	Page No.
1	Agreement	Page 4
2	Preamble	Page 4
3	Objective & Scope	Page 5
4	Features of Potential Collaboration	Page 5
5	Points of Contact	Page 6
6	Review & Evaluation	Page 7
7	Duration of MoU	Page 7
8	Confidentiality	Page 7
9	Applicable Laws	Page 8
10	Effective dates	Page 8
11	Non Disclosure Agreement (Standard)	Page 9

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AGREEMENT

1.0 This AGREEMENT made on August 23rd, 2018

Between

The Institute of Defence Scientists Technologists (IDST)

through Chairman

[which term unless excluded by the context, shall be deemed to include his successors and assignees], of One Part

And

Ansysis Software Pvt Ltd, India

Through Area Vice President – South Asia Pacific and Middle East

[which term unless excluded by the context, shall be deemed to include his successors and assignees] of Other Part

1.1 Where as IDST is desirous of taking up work for DRDO Labs and Defence related projects where in Design related simulation solutions work is involved.

1.2 Whereas ANSYS Software Pvt Ltd has the experience in providing software for simulation solutions as well as for training related to softwares and has the requisite infrastructure and software tools to undertake such work package.

1.3 Hence agreed and signed this MoU is subject to terms and conditions stipulated here in.

Preamble

2.0 ANSYS, Indian subsidiary of the US Company ANSYS Inc, which is global leader in engineering simulation software and associated services.

2.1 IDST is a Scientific and Industrial Research Organization and solution provider for DRDO Organizations and other Defence related projects.

2.2 IDST is desirous of taking up work for DRDO labs and defence related project where in design related Simulation solution work is involved.

2.3 ANSYS and IDST are interested into a possible collaboration in order to develop or strengthen use of Simulation in projects undertaken by IDST.



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2.4 Whereas ANSYS Software Pvt Ltd has the experience in providing software for simulation solutions as well as for training related to softwares and has the requisite infrastructure and software tools to undertake such work package.

2.5 Hence agreed and signed this MoU is subject to terms and conditions stipulated here in.

Objectives and scope

3.0 The Parties acknowledge that such potential partnership should aim to demonstrate the complementarity of simulation solutions and measurement solutions in the design process of the projects in which IDST is involved in.

3.1 The main goals of such partnership would be:

-3.1.1 Collaboration will include joint discussion with DRDO or defence academic institutions for Computer Aided Engineering (CAE consultancy, propose techno-commercial proposals, and project delivery.

-3.1.2 Collaboration for services like project consulting, training etc. and promote ANSYS CAE services in DRDO and other defence academic institutions.

3.2 This MoU aims to set a framework for the discussions between the Parties on the details of a definite collaboration.

Features of the potential collaboration

a) Technical Partnership:

4.0 Parties would work together in good faith with cooperation towards the Objectives set forth above. ANSYS would also support IDST for CAE requirement with respect to their DRDO projects towards the said Objectives.

4.0.1 The parties would agree to make every reasonable effort to achieve this link in year 2018-19.

4.0.2 Intellectual Properties/Liabilities/Warranties would be governed by the definite partnership Agreement. Access to ANSYS software tools as well as other material and content shall be subject to Parties executing necessary definitive license and confidentiality Agreements required by ANSYS.



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4.0.3 The parties would agree to promote and demonstrate ANSYS CAE products and services in the context of specific projects to DRDO and other defence academic institutions.

b) Sales Partnership:

4.1 Parties would execute definitive Agreements commensurate with any sales opportunity for ANSYS CAE services for the projects in which IDST is involved in. Definitive agreement is applicable to projects in which IDST will consider to involve ANSYS pursuant to this MoU to take up specific CAE work.

4.2 Each Party would intend to consider involving the other in appropriate projects associated with DRDO Labs considering objective and scope of this MoU.

Points of contact

5.0 In order to ensure a smooth communication between the parties at this early stage, the points of contact of the discussions are listed hereinafter:

• **For ANSYS :**

Mr. Atul Borkar

Account Manager A & D

Mobile: 9552534377, 9970399536

Email: atul.borkar@ANSYS.com

• **For IDST :**

(i) Secretary General IDST
Mobile: 09999919065
Email: secretarygeneralidst@yahoo.co.in

(ii) Chairman, IDST Pune Branch
Phone: +912025865428
Mobile: 09822019102
Email: idstpune@yahoo.com



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Review and evaluation

6.0 Every 4 months Parties would agree to schedule a meeting and review opportunities identified and define an action plan.

Duration of the MoU

7.0 For a period of two (02) year from the date of this MoU, Parties will undertake to provide their reasonable efforts to negotiate in good faith and conclude the contract or contracts embodying the objectives outlined in this MoU. Either party may terminate this MoU upon giving not less than Thirty (30) days written notice thereof to the other party. Any such notice, or any other notice needed to be given under this contract, shall be addressed to the addressee first indicated above. Only the content of such binding contracts will commit the Parties. Notwithstanding any words or phrases used to the contrary, this MoU, as a framework document, is intended to establish only guidelines and guiding pre-contractual negotiations cannot be in any way considered a binding commitment of any of the Parties. Upon termination or expiration of this MoU, all engagement of the parties toward each other under this MoU shall cease. Any binding contracts executed in furtherance of this MoU may only be terminated in accordance with their respective provisions.

Confidentiality

8.0 The terms of the MoU shall remain confidential between the parties. Discussions under this MoU will be governed by the Mutual Nondisclosure Agreement executed as of August 23rd, 2018 between the Parties.

8.1 Non Disclosure Document (NDD) will be signed as per DRDO procedure depending on a case to case requirement. NDD will be signed at RFP & final contract stage.



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Applicable Law

9.0 This MoU is governed by the laws of India. Parties acknowledge and agree that ANSYS software and technical information is subject to the United States of America rules, laws and requirements governing the export and/or re-export of the ANSYS Software, services and technical data (collectively the "Export Laws"). Parties shall take and support all steps to remain in compliance with all such Export Laws.

Effective dates and signatures

For Institute of Defence Scientists and Technologists (IDST)

Name: S. S. Kulkarni
Title: Chairman,
IDST Pune Branch

Signature:

Date: August 23rd, 2018

Seal:



For ANSYS Software Private Limited

Name: Rafiq Somani
Title: Area VP – South Asia Pacific and
Middle East

Signature:

Date: August 23rd, 2018

Seal:



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MUTUAL NON DISCLOSURE AGREEMENT (STANDARD)

ANSYS Software Private Limited, an Indian company having its registered office at plot no. 34/1, Rajiv Gandhi InfoTech Park, MIDC, Hinjewadi, Pune 411057, India ("ANSYS"), and Institute of Defense Scientists and **Institute of Defence Scientists and Technologists**, a registered society having offices at L-35, DSC Lines, ARDE Campus, Pashan, Pune - 411021 ("IDST"), agree to the following terms regarding information one party ("Disclosing Party") may disclose to the other ("Receiving Party/Second Party"):

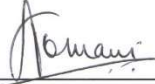
1. "Confidential Information" means information furnished or disclosed, in whatever form or medium, by or on behalf of the Disclosing Party to the Receiving Party/Second Party. Information disclosed in tangible form will not be considered "Confidential Information" unless it bears an appropriate legend indicating its confidential or proprietary nature. Information not disclosed in tangible form, such as that disclosed orally or visually, will not be considered "Confidential Information" unless it is identified as confidential at the time of disclosure and a written summary thereof, marked with an appropriate legend indicating its confidential or proprietary nature, is provided to the Receiving Party/Second Party within fifteen (15) days of the initial disclosure.
2. Receiving Party/Second Party will use the Confidential Information only for the purpose of evaluating, discussing and pursuing a possible business relationship with Disclosing Party. Receiving Party/Second Party will protect the Confidential Information from disclosure to others, using either the same degree of care used to protect its own confidential or proprietary information of like importance or a reasonable degree of care, whichever degree of care is higher. Receiving Party/Second Party may disclose Confidential Information solely to its and its Affiliate's employees and consultants who have a need to know and are bound to protect the Confidential Information from unauthorized use and disclosure under the terms of a written Agreement. Confidential Information will not otherwise be disclosed without the prior written consent of the Disclosing Party. "Affiliate" means any person or entity directly or indirectly controlling, controlled by, or under common control with such party.
3. The restrictions of this Agreement on use and disclosure of Confidential Information will not apply to information that: (a) is or becomes publicly known through no fault of the Receiving Party/Second Party; (b) was possessed by the Receiving Party/Second Party free of any obligation of confidentiality prior to receipt from the Disclosing Party; (c) is developed by the Receiving Party/Second Party independently of the Confidential Information; (d) is rightfully obtained by the Receiving Party/Second Party from third parties authorized to make such disclosure without restriction; (e) is identified as no longer confidential by the Disclosing Party; or (f) is required by law, regulation or court order to be disclosed, so long as the Receiving Party/Second Party notifies Disclosing Party in writing prior to Disclosing the Confidential Information so that Disclosing Party has an opportunity to seek a protective order or other appropriate remedy from the proper authority. Receiving Party/Second Party agrees to cooperate with Disclosing Party in seeking such order or other remedy or in defining the scope of any required disclosure.
4. All Confidential Information remains the property of the Disclosing Party. No licenses or rights under any patent, copyright, trademark, or trade secret are granted or are to be implied by this Agreement. Neither party is obligated under this Agreement to purchase from or provide to the other party any service or product.
5. Disclosing Party will not have any liability for errors or omissions in, or any decisions made by Receiving Party/Second Party in reliance on, any Confidential Information.
6. Because the Confidential Information is unique and valuable and breach of this Agreement may result in irreparable injury to Disclosing Party for which monetary damages alone may not be an adequate remedy, Disclosing Party will be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any breach or anticipated breach of this Agreement without the necessity of posting a bond. Any such relief will be in addition to all other legal and equitable remedies.
7. Neither party will assign any of its rights or obligations hereunder, except to an Affiliate or successor in interest, without the prior, written consent of the other party, which consent will not be unreasonably withheld.
8. No failure or delay in exercising any right under this Agreement will operate as a waiver of that right, nor will any single or partial exercise of any right preclude any other or further exercise of that right.
9. This Agreement: (a) is the complete Agreement of the parties concerning the subject matter hereof and supersedes any prior such Agreement s with respect to further disclosures concerning such subject matter; (b) may not be amended or in any manner modified except by a written instrument signed by authorized representatives of both parties; and (c) will be governed and construed in accordance with the laws of India without regard to its choice of law provisions.





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10. If any provision of this Agreement is found to be unenforceable, the remainder will be enforced as fully as possible and the unenforceable provision will be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein.
11. All Confidential Information in tangible form will be destroyed or returned to the Disclosing Party promptly upon written request and will not thereafter be retained in any form by the Receiving Party/Second Party. All Confidential Information will also be deleted from Receiving Party/Second Party's computer systems to the greatest extent reasonably possible. Receiving Party/Second Party will certify in writing to Disclosing Party that such destruction or return has been fully completed.
12. Receiving Party/Second Party agrees not to disclose, export or re-export, directly or indirectly, any Confidential Information, or direct products thereof, to any third party without Disclosing Party's prior written approval.
13. This Agreement will be executed as of the last date duly signed below and will automatically expire two (02) years thereafter; provided, however, that prior to such expiration, either party may terminate this Agreement at any time by written notice to the other. Notwithstanding the foregoing, all obligations with respect to the disclosed Confidential Information will survive for a period of three (3) years after the Agreement's termination or expiration. If required arbitration will be included in specific contract.


ANSYS Software Private Limited

Signature: 
Name: Rafiq Somani
Title: Area VP – South Asia Pacific & Middle East
Date: August 23rd, 2018



Institute of Defence Scientists and Technologists

Signature: 
Name: S.S. Kulkarni
Title: Chairman, IDST, Pune Branch
Date: August 23rd, 2018



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IDST Pune has signed MOU with ANSYS on 23 Aug 2018.

Important points / areas of work are:

- This collaboration will include joint discussion with DRDO for Computer Aided Engineering (CAE) consultancy, propose techno-commercial proposals, and project delivery
- ANSYS would like to collaborate not only for DRDO direct project but also for other projects awarded to private players by DRDO.
- To involve ANSYS in various stages of projects, Project Stages could be Design, Development, Testing, Evaluation.
- Academic collaboration with DIAT and DRDO Research Innovation Centre at IIT Bombay as well as other academic institutes wherever possible.
- Arrange workshop seminar for introduction of future ANSYS solutions like Digital Twin, AM, Discovery live.
- To take up case with Defence Institute of Advanced Technology (DIAT) Pune & IITs for creation of Centre Of Excellence.

Proposed actions in near future :

- Joint Seminar /workshop for key members from various DRDO clusters at three locations namely Pune, Bangalore and Hyderabad;
- Involvement of ANSYS teams with IDST to initiate discussions at various DRDO's for consulting projects eg ADAS at VRDE, Fuel Cell at NMRL;
- ANSYS team to understand scope of IDST for developing pipeline in Defence Suppliers base;
- ANSYS to share brief write about ANSYS Solutions which we can provide in collaboration with IDST.

All branch chairmen are requested to explore the similar work in the labs under their jurisdiction for undertaking contracts for analysis.

SS Kulkarni

Chairman, IDST Pune Branch.

