

Ref JECRC/2018-19/12

Date 26-7-2018

**Agreement for Providing Demonstration Devices  
Between**

Siemens Limited, with its registered office at Birla Aurora, Level 21, Plot No. 1080, Dr. Annie Besant Road, Worli, Mumbai-400030 (hereinafter referred to as "Siemens")

And

Jaipur Engineering College and Research Centre, located at JECRC Campus, Sri Ram Ki Nangal, Via Sitapura RIICO, Opp. EPIP Gate, Tonk Road, Jaipur 302022 (hereinafter referred to as "Institute")

WHEREAS Siemens intends to provide various equipments to the Institute for the purposes of demonstration during vocational training or teaching

AND WHEREAS the Institute is desirous of accepting such equipment on an "as is where is" basis for the purposes of demonstration during vocational training or teaching

The terms and conditions provided in this Agreement are hereby agreed between the parties (Siemens and Jaipur Engineering College and Research Centre) as follows:

- (1) Siemens shall provide the equipments listed herewith (hereinafter referred to as the "Equipments") to the Institute for the purposes of demonstration during vocational training or teaching. It is agreed and understood that this is a one-time offer and that nothing contained in this Agreement shall entitle the Institute to receive any further equipments from Siemens at any time for any purpose whatsoever.

**LIST OF EQUIPMENTS**

- (a) 7SD6101-5BB99-0RA0+L0R+M2G /EEX
  - (b) 7SJ8012-5EB20-1FA0/BBX
  - (c) 7UT6331-6EB92-1BB0/FF LORX
- (2) All Equipments have been tested by Siemens and are operational in accordance with the functional requirements of the Equipment. Provided, however, that it is agreed that:
    - (a) All Equipments are provided by Siemens strictly on an "as is where is" basis and solely for the purposes of demonstration during vocational training or teaching.
    - (b) Siemens provides the Equipments in "as is" condition and does not provide any other representations or warranties (express or implied) regarding the Equipment.
    - (c) Siemens shall in no event be liable or responsible in any manner whatsoever for any malfunctioning of any of the Equipments and shall not be liable to rectify these Equipments. In case any of the Equipments malfunction (whether due to any acts and omissions of the Institute or otherwise), Institute shall save, indemnify and hold Siemens harmless from and against any claim, proceeding, action, fine, loss, cost and damages. the Institute shall be liable to indemnify Siemens and such indemnification

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Jaipur Engineering College and Research Centre  
Approved by AICTE & Affiliated to RTU  
JECRC Campus, Shri Ram Ki Nangal,  
Via Sitapura RIICO, Opp. EPIP Gate, Tonk Road, Jaipur 302022  
t. 0141 2770120, 2770232 f. 0141 2770803 e. info@jecrcmail.com

  
Principal  
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Research Center  
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JAIPUR ENGINEERING COLLEGE  
AND RESEARCH CENTRE

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- (d) Siemens shall in no event be liable, whether pursuant to any indemnity or in contract, tort (including negligence and statutory duty) or otherwise: (a) for loss of profit or revenue, loss of production, interruption of operations or loss of use, cost of capital, loss of interest, loss of information and/or data, for claims arising from Institute's contracts with third parties, loss of power, voltage irregularities, frequency fluctuations, cost of purchased or replacement power; or (b) for any indirect or consequential damage.
- (e) Siemens' total liability, whether pursuant to any indemnity or in contract, tort (including negligence and breach of statutory duty) or otherwise arising by reason of or in connection with this Agreement shall not exceed in aggregate 10% of the scrap value of the Equipments per event and shall, under any circumstances, be limited in aggregate to 100% of the of the scrap value of the Equipments.
- (3) Institute represents and warrants that it shall use these Equipments strictly for the purpose of demonstration for vocational training and teaching purposes only. Institute shall not sell or use these Equipments in any manner that may result in financial gains for the Institute or any third party. In case it is proved that the Equipments are being used for purpose other than demonstration without the prior written consent of Siemens, the same shall be treated as a breach of the terms of this Agreement. In such case, Institute shall save, indemnify and hold Siemens harmless from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with the terms of this Agreement.
- (4) Institute agrees that Siemens is and shall remain the rightful owner of all Equipments (including the Intellectual property rights in such Equipment) and using such Equipments for demonstration does not in any way transfer the ownership either of the Equipments themselves or any intellectual property rights in the Equipment. If any actions or omissions of Institute results in infringement of any intellectual property rights in the Equipments (whether during demonstration or otherwise), the Institute shall save, indemnify and hold Siemens harmless from and against any claim, proceeding, action, fine, loss, cost and damages.

The terms of the Agreement are the only terms governing the usage of the Equipments. Any amendments or inclusion of additional terms shall have to be agreed in writing and signed by both parties in order to make the same applicable.

Signed  
Institute

*[Signature]* 25/7/18

Signed  
Siemens

*[Signature]*

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JECRC Foundation

Jaipur Engineering College and Research Centre

Approved by JECRC & Affiliated Institutions

JECRC Campus, Shri Ram Ki Nangal

Via Sitapura RIIICO Opp. EPIP Gate, Tonk Road, Jaipur 302 022

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JAIPUR ENGINEERING COLLEGE  
AND RESEARCH CENTRE

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**Letter of Undertaking to Siemens Ltd. Gurgaon, EM DG SYS.**

(To be duly signed and furnished on official Letter Head)

**To Whom It May Concern**

With reference to the mail dtd 10.07.2018 from m/s Siemens Ltd for providing the Providing Demonstration Devices to our Institute : Jaipur Engineering College and Research Centre, located at JECRC Campus, Sri Ram Ki Nangal ,Via Sitapura RIICO, Opp. EPIP Gate, Tonk Road, Jaipur. The terms and conditions provided in this Agreement are agreed between the parties (Siemens Ltd. and the Institute: Jaipur Engineering College and Research Centre).

V. 

Principal  
Jaipur Engineering College &  
Research Center  
Tonk Road, Jaipur - 302 022

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**JECRC Foundation**

Jaipur Engineering College and Research Centre

Autonomous NCTE & AICTE Approved P.T.O.

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