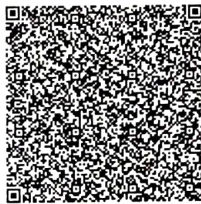


**Government of National Capital Territory of Delhi**

₹100

## e-Stamp

|                           |                                        |
|---------------------------|----------------------------------------|
| Certificate No.           | : IN-DL95617745571731W                 |
| Certificate Issued Date   | : 02-Dec-2024 03:29 PM                 |
| Account Reference         | : IMPACC (IV)/ dl857503/ DELHI/ DL-DLH |
| Unique Doc. Reference     | : SUBIN-DL85750338553512733199W        |
| Purchased by              | : MITUTOYO SOUTH ASIA PVT LTD          |
| Description of Document   | : Article Others                       |
| Property Description      | : Not Applicable                       |
| Consideration Price (Rs.) | : 0<br>(Zero)                          |
| First Party               | : MITUTOYO SOUTH ASIA PVT LTD          |
| Second Party              | : Not Applicable                       |
| Stamp Duty Paid By        | : MITUTOYO SOUTH ASIA PVT LTD          |
| Stamp Duty Amount(Rs.)    | : 100<br>(One Hundred only)            |



Please write or type below this line IN-DL95617745571731W

## CSR AGREEMENT

THIS stamp paper forms integral part of CSR Agreement (“CSRA”) dated **4<sup>th</sup> day of December, 2024** (“the Effective Date”) executed between **Mitutoyo South Asia Pvt. Ltd. and Punjab University, Chandigarh.**

Registrar  
Panjab University  
Chandigarh



## Statutory Authority

- 1 The authenticity of e-Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
- 2 The onus of checking the legitimacy is on the users of the certificate.
- 3 In case of any discrepancy please inform the Competent Authority.

Between

**Panjab University** established under the Panjab University Act VII of 1947 – enacted by the Government of India, having its office at Panjab University, Sector 14, Chandigarh represented by Prof. Y. P. Verma, Registrar, Panjab University, Chandigarh, (hereinafter referred to as “PU” which expression shall mean and include its successors-in-interest, executors and permitted assigns) of the **FIRST PART**

And

**Mitutoyo South Asia Pvt. Ltd.**, having its registered office at C-122 Okhla Industrial Area, Phase-I New Delhi-110020 acting through its authorized signatory Mr. Harrish Bajaj, Managing Director, hereinafter referred to as “MSA” which expression, unless its repugnant to the context shall mean and include its successors and permitted assigns of the **SECOND PART**.

PU and MSA shall herein individually be referred to as “Party” and collectively as “Parties”.

**Whereas:**

- A. University Institute of Engineering & Technology (UIET) Panjab University (PU) is one of the departments of PU engaged in imparting teaching and training in Engineering that is industry centric, demand-oriented training for skill/entrepreneurship development to address the demand of skilled manpower of industry.
- B. Mitutoyo South Asia Pvt. Ltd. (MSA) is leading supplier of CNC coordinate measuring machines and complete solution for dimensional metrology manufactured by Mitutoyo Corporation, Japan.
- C. The main objective of this collaboration is to focus on bringing successful opportunities that lead to skill development through training and competency development in the area of industrial metrology.

PU & MSA are desirous to work together for creating training facilities and skill development facility in the area of industrial metrology at UIET PU premises and to name such a facility “Mitutoyo Dimensional Metrology Skill Development Centre”. MSA has agreed to support PU under its CSR initiative for this training and skill development facility. The said facility would facilitate training to students and industry personnel to gain knowledge about the study of high-precision measurement technologies to address the requirement of industries.

NOW THEREFORE it is mutually agreed and declared by and between the Parties as under:

**Areas of Collaboration:**

- A. This CSRA shall remain in force for seven years from the date of signing and can be renewed subsequently by mutual written consent of both the parties i.e., PU and MSA.

  
**Registrar**  
**Panjab University**  
**Chandigarh**



- B. MSA shall contribute funds under its CSR initiative for this training and skill development facility.
- C. PU shall provide the training from the proposed Skill Development-cum-competency Centre placed in one of its labs / workshops in Mechanical Engineering Discipline of UIET PU.
- D. Both parties agree that their names and marks are exclusive property of respective parties and can be used subject to prior written approval of each other, as per prescribed rules and regulations of the PU and MSA.

**1. Scope of Engagement for MSA**

- a. MSA shall contribute funds under its CSR initiative for development of this training and skill development facility.-MSA and PU shall discuss and decide the amount of contribution to be made from time to time during the tenure of this CSRA.
- b. MSA agrees that the revenue, if any, generated through training / other activities by PU shall not be shared with MSA.

**2. Scope of Engagement for PU**

- a. PU has all requisite corporate or other power, and has all material governmental licenses, authorizations, consents and approvals necessary to own its assets and undertake the activities as are now being or as are proposed to be conducted by the CSRA, There are no legal or arbitral proceedings, or any proceedings by or before any governmental or regulatory authority or agency, now pending or (to its knowledge) threatened against it, if adversely determined, could affect its ability to perform the activities contemplated by this CSRA the validity or enforceability of this CSRA, or the rights and remedies as mentioned in this CSRA.

**3. Amendment**

- a. This CSRA shall not constitute the appointment of either party as the legal representative or agent of the other party. No party to this CSRA shall have any right or authority to create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other party to this CSRA and except as specifically and expressly provided in this CSRA.
- b. No modification(s) or amendment(s) shall be valid and effective unless such modification or amendment is agreed to in writing by both the parties and duly signed and executed by persons specially empowered in this behalf by the respective parties.
- c. Either Party may request in writing, an amendment of all or any part of this CSR

  
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**Punjab University**  
**Chandigarh**



Agreement. Any amendment to this CSR Agreement agreed by the Parties will be in writing and signed by the both Parties and will form part of this CSR Agreement.

d. Such amendment will come into operation on such date as may be mutually determined by the Parties.

#### 4. **Coordinating Officer**

The Parties will appoint a coordinating officer within their respective organizations, who will be responsible for follow up and coordination of the matters relating to this CSR Agreement.

#### 5. **Arrangements with other Parties**

a. This CSR Agreement does not preclude either Party from entering into any similar arrangement with any other party.

b. Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organization of any kind between the parties or so as to constitute either party as the agent of the other.

c. Notwithstanding anything contained in the CSR Agreement, where the implementation of this CSR Agreement affects any party's rights and interests with respect to its national and public interest or public order, protection of intellectual property rights and confidentiality and secrecy of documents, information and data, that party may undertake appropriate steps or consultation to ensure that its rights and interests are protected and safeguarded.

#### 6. **Confidentiality**

a. Each Party undertakes to observe the confidentiality and secrecy of documents, information and other data received from or supplied to the other Party during the period of the implementation of this CSR Agreement or any other agreements made pursuant to this CSR Agreement.

b. Both Parties have decided that the provisions of this Article will continue to be binding among the Parties, Participants notwithstanding the termination of this CSR Agreement.

#### 7. **Notice**

b) During the tenure of CSRA, MSA and PU hereto may terminate the CSRA, for breach of

the terms and conditions of the CSRA or otherwise by giving 90 days advance written notice to the other party.

c. Any notice, approval, consent, request or other communication required or permitted to be given or made under this CSR Agreement will be in writing in the English language and will be served or delivered to the office address of individual party as placed in this CSRA.

## **8. Legal Effect**

a. This CSR Agreement serves only as a record of the Parties' intentions and does not constitute or create any legal binding or enforceable obligations.

b. This CSR Agreement serves as a record of the parties' intentions and does not constitute or create obligation under the domestic laws on either of the parties and will not give right to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, expressed or implied.

## **9. Financial Terms**

MSA will not receive any compensation or consideration in return for the support covered under this CSRA.

## **10. Terms and Termination**

It is agreed that the Parties shall jointly explore and work together for a period of seven years from the Effective Date hereof to give effect to the intent and purpose of this CSRA, and which may be extended by such further period as may be mutually agreed upon by the Parties in writing. However, either party may terminate this CSRA without giving any reason thereof but after giving notice of 90 days to the other party.

## **11. Exclusivity**

Both Parties hereby agree that this Agreement is entered on non-exclusive basis and that both Parties shall have the right and the discretion to enter into similar agreements and arrangements with other parties also.

## **12. Dispute Resolution**

Any dispute to be resolved amicably by the executants of the CSRA, otherwise, the dispute to be referred to an 'Arbitrator' under the Arbitration and Conciliation Act, 1996 (the "Arbitration Act"), as amended from time to time. The Arbitrator will be appointed with the consent of both

  
**Registrar**  
**Panjab University**  
**Chandigarh**



the parties failing which the scheme of appointment under the Arbitration Act would be followed. The decision of the 'Arbitrator' will be final and binding on both the parties.

### 13. Force Majeure

Neither party shall be made responsible for an unexpected or uncontrollable event.

This CSRA shall be construed and enforced in accordance with the substantive laws of India. The courts of Chandigarh shall have exclusive jurisdiction over any claim or relief arising out of this CSRA.

### 14. Entire agreement

This Agreement constitutes the entire understanding between the Parties and may not be modified or amended, except as mutually agreed in writing and signed by both the Parties. This Agreement supersedes any other prior arrangement or agreement hitherto before made by the Parties with respect to the subject matter hereof.

### 15. Legal status of the parties

This Agreement shall not be construed as any agency, company, joint venture, partnership or any other business relationship between the Parties and neither party shall have any authority or power to bind the other or to contract in the name of nor create any liability against the other in any way for any purpose.

### 16. Duration

The CSRA shall be effective from the date of signing and it shall remain in effect for a period of seven years. It may be renewed thereafter by mutual written consent.

### 17. Indemnification

PU agrees to indemnify and hold harmless Mitutoyo, and its offices, directors, employees, subsidiaries, holding companies, affiliates or agents ("**indemnified parties**") with respect to any claims, suits, actions, damages, expenses (including reasonable attorney's fees), obligations, losses, liens imposed or incurred by, or asserted against Mitutoyo, its successors or assigns, or any of the indemnified Parties, that may be made against Mitutoyo or Indemnified Parties with respect to any claims resulting from, or related to, the grant or this CSRA.

In the same way, Mitutoyo agrees to indemnify and hold harmless PU, and its offices, registrar, directors, employees, subsidiaries, holding companies, affiliates or agents ("**indemnified parties**") with respect to any claims, suits, actions, damages, expenses (including reasonable

  
**Registrar**  
**Panjab University**  
**Chandigarh**



attorney fee), obligations, losses, lien imposed or incurred by, or asserted against PU, its successors or assigns, or any of the indemnified parties, that may be made against PU or Indemnified parties with respect to any claims resulting from, or related to, the grant or this CSRA.

The parties herein have agreed and signed this document on as under as per above clauses.

In WITNESS WHERE OF the parties have hereunto executed this CSRA on the date, month, and year first above written.

**18. Intellectual Property Rights, Trademarks/ Trade Names, Copyright etc.**

Any course content, curriculum, training manual, instruction material (physical or digital) or other relevant material that is integrated into the curriculum in pursuance of this Agreement shall be owned exclusively by PU with due recognition and credit to MSA wherever applicable

For all other purposes, it is clearly understood by & between parties herein that, all intellectual property rights, trademarks/trade names, copyright, service marks, logos, letter heads, other published material, stationary etc. in respect of MSA's name / brand name, shall solely and absolutely vest in MSA and PU shall have no claim, lien or encumbrance thereof directly or indirectly except the usage of trade mark/trade name, brochures, published material etc. for the purpose of education/ training/noncommercial promotional activities. However, for any other usage, permission in writing is required from MSA and subject to conditions, restrictions & for the period as may be prescribed by MSA.

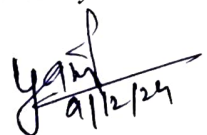
**19.** This agreement shall have no financial liability on Panjab University Chandigarh

**20. Jurisdiction**

All or any of the disputes are subject to the exclusive jurisdiction of Chandigarh courts only.

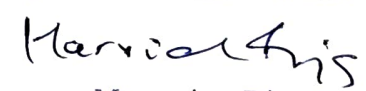
This CSRA is signed by the authorized representatives of both the Parties.

*For and on behalf of*  
Panjab University

  
**Registrar**  
(AUTHORISED SIGNATORY)  
**Panjab University**

Name: Chandigarh Prof. Yajvender Pal Verma  
Designation: Registrar

*For and on behalf of*  
Mitutoyo South Asia Pvt. Ltd.  
For Mitutoyo South Asia Pvt. Ltd.

  
**Managing Director**  
(AUTHORISED SIGNATORY)

Name: Harrish Bajaj  
Designation: Managing Director