

**MEMORANDUM OF UNDERSTANDING BETWEEN Dresser Rand India Private  
Limited AND**

**INDIAN INSTITUTE OF TECHNOLOGY ROORKEE**

SIGNED ON.....(date)

Dresser Rand India Private Limited (DRIPL), part of SIEMENS ENERGY (Siemens Energy, among the world's most valued energy technology companies, works with customers and partners to build, integrate and operate energy systems for the future, thus supporting the transition to a more sustainable world. The Siemens Energy HR Compensation & Benefits department is a data and cutting edge tech-driven organization that supports the company's decision-making on Total Rewards for a global workforce of over 91,000 dedicated employees. At Siemens Energy and DRIPL, our mission is to empower our customers to meet the growing global demand for energy while transitioning to a more sustainable world), henceforth designated as DRIPL in this Memorandum of Understanding

AND

INDIAN INSTITUTE OF TECHNOLOGY ROORKEE (IIT Roorkee), a technical institution of National importance with its main campus at ROORKEE, Uttarakhand, India, erstwhile the Thomason College of Engineering and University of Roorkee, funded by the Ministry of Education, Govt of INDIA, with excellence in teaching, research, entrepreneurship in Science & Engineering; henceforth designated as the INSTITUTE

And both IITRoorkee and DRIPL are designated as "PARTIES."

Mutually agree for association in:

- Joint Research projects
- Industrial Consultancy projects
- PhD work studentship for IITR students

**1. Definitions:**

**"Project":** shall mean and include each individual project wherein both the parties agree to jointly work on topics of mutual understanding such as research projects, developing a prototype, setting up a laboratory, providing infrastructure or of a similar nature.

**"Deliverable":** shall mean the results, software, hardware or other outcome generated as a result of work or research to meet the objectives of the Project. "Intellectual Property Rights/ IP Rights:

shall mean all rights in any invention, patent, discovery, utility model, trademark, copyrightable work whether or not registered, industrial design, mask work, algorithm, data structure, trade secret or knowhow, confidential information, or any idea having commercial value and relevant applications made in relation thereto.

**2. Specific Projects and Funding:** On a case by case basis, DRIPL may fund the Project/s, fully or in part and at its own discretion, according to funding milestones detailed under Annexure-1 to the Agreement. Such funding may include but shall not be limited to full or partial cost of human resources, cost of technology development, cost of prototype development, testing and other operational costs. The Institute understands and agrees that the funding from DRIPL may not cover the entire cost of the project and may be subject to revision, moratorium, termination or recall based on satisfactory progress of the Project in the opinion of DRIPL or its assigns and/or organizational factors including factors internal to DRIPL, IIT-Roorkee or others not party to this agreement. If not satisfied with the progress of the Project, DRIPL shall, after affording 15 days' written notice to the Institute to show cause for such unsatisfactory progress, failing which, at its sole discretion, DRIPL shall cease to make further payment towards the project. The Institute shall prepare and submit timely reports on the utilization of funds and make such reports available to DRIPL or its assigns in writing at DRIPL's request. In case of any change to the agreed funding, the parties shall agree to the same in writing.

**3. Rights and Obligations of the Parties:** Institute (IITR) shall establish the necessary framework to carry out its obligations under the Project in the most effective manner and to the satisfaction of DRIPL. Institute shall not use Confidential Information related to the Project or any of DRIPL's IP Rights for any commercial benefit for itself or for any third party unless the same has been approved expressly in writing by DRIPL.

The scope of collaboration between the Parties shall be in the following:

The proposed **PhD Workstudentship** Program between DRIPL and IITR will offer a select number of the Institute's PhD candidates a chance to put their academic learning and research to real use for DRIPL while prioritizing and maintaining their academic commitments during their PhDs as also receiving compensation for their work. PhD candidates in the 2<sup>nd</sup> or 3<sup>rd</sup> year of their PhD programs producing a research body of work or thesis that demands a strong understanding of data and data solutioning- including modelling, querying, processing, handling and visualizing- with proficient usage of software like Tableau, R, Alteryx, Knime and/or SQL and strong communication skills may be suitable candidates.

The workstudents will be engaged part/time during the academic year, typically for 1-2 business days per week, under the guidance of a DRIPL mentor on engaging, complex and impactful projects in the area of Employee Compensation & Benefits. The programme will offer an unmatched way for PhD Workstudents to apply their research, data and communication skills to

a cutting-edge, secure data environment, honing these skills for improved application to institutional research. In addition, through consumption of such data at the highest decision-making levels, it offers a more credible basis for such institutional research through real-world applications.

***Job Title: Compensation Data Scientist (Fixed Term, Part Time Contract for 1-3 years; PhD. students able to work part-time preferred)***

Location: Remote work from anywhere in India. Travel at DRIPL cost may be necessary on rare occasions.

The Compensation Data Scientist role will support the Analytics team within DRIPL HR Compensation & Benefits to procure, integrate, process, query, analyze, visualize and report key insights across a range of Compensation and Benefits projects. The right candidate will bring skills and knowledge in Statistics, Data Analysis, Modelling and Visualization along with the ability to quickly learn and apply knowledge of key data types, interfaces, use cases and environments in the company.

***Qualifications and Skills :***

- Medium to high proficiency in Data Visualization Tools (Tableau strongly preferred) with ability to compute, visualize and communicate statistics to a mature audience.
- Knowledge of Basic and Intermediate Statistical Methods, e.g. Correlation, Multi-factor Regression and EDA, along with their applications and limitations
- Operational knowledge of Data Structures, Data Flows and Data Interfaces.
- Fluency in English
- An ambitious and open mindset with an appetite for data and problem solving; Initiative,
- Ability to independently navigate data-related topics with minimal hand-holding

Additionally:

- Exposure to Data Modelling Tools like Alteryx/Knime
- Basic SQL skills and ability to write basic code in high-level Programming Languages e.g. Python

***Responsibilities:***

- To be part of an agile team that is transforming the HR Compensation & Benefits organization within one of the world's most valued energy technology companies and contribute to the implementation of the digital transformation strategy by creating advanced Analytics Solutions
- Support the Compensation & Benefits team with the acquisition, processing, modelling, visualization and reporting of data across HR tools and processes, with a focus on (but not limited to) Compensation & Benefits data

- Support the Compensation & Benefits team with identifying, monitoring and solving Data Quality issues on a consistent basis

#### 4. Intellectual Property Rights :

All IP Rights owned or controlled by either Party before the effective date of the Agreement ("Pre-existing intellectual Property") shall remain under the sole ownership of such Party. The expenses towards filing the patents and their maintenance shall be shared jointly. The IP sharing shall be carried out under the following terms:

**Part time Internships or Workstudentships:** In this model, DRIPL shall either fund all or part of the research project that is contracted to the Institute or shall engage one or more students at the Institute as interns and/or workstudents (defined as per DRIPL policy and documents). All resulting Intellectual Property Rights, including but not limited to any further modifications of the algorithms, commercialization by any means whatsoever, and exploitation in any form whatsoever, necessary for DRIPL to establish or protect its Intellectual Property Rights, shall be the sole property of DRIPL and/or Siemens Energy (hereinafter referred to as "DRIPL/SE IPR").

The Institute/ the concerned work students shall sign and execute all documents in order to assign the same as per statutory requirements, if any, and DRIPL shall be entirely free to use and/or exploit and/or transfer and/or share such results and/or inventions at its sole discretion. DRIPL shall bear all expenses related to such use, exploitation, sharing or transfer of DRIPL/SE IPR. Immediately upon termination of such a project, the Institute/ work students shall provide, transfer and assign to DRIPL or Siemens Energy any and all intellectual property rights over the works, developments, copyright material, and project documentation, knowhow in terms of mathematical algorithms, flow charts, code and/or pseudo-code pertaining to and or developed as part of the Project. DRIPL may also require, at its sole discretion, the Institute to comply with the expunging of any confidential data, records, work or work-in-progress resulting from the transfer of data DRIPL owns to the Institute and/or its processing. Neither the Institute/ nor the workstudents will have any right of ownership/ claim to any such inventions or IPs created/ developed as a result of the Projects funded by DRIPL. The Institute shall keep DRIPL indemnified and harmless against any such claims from the work students or by itself and will comply with any and all requests made by DRIPL to store, relocate, delete, expunge, transfer, enhance security for, provide access to and grant commercial and non-commercial rights to any and all data, records, work or work-in-progress resulting from the transfer of data DRIPL owns to the Institute and/or its processing.

- (i) Under this agreement, DRIPL shall retain its right with respect to any equipment, methodologies, knowhow, tools and technologies provided by DRIPL to the Institute herein. The Institute shall ensure that such equipment, methodologies, knowhow,

- tools and technologies are used solely for the purpose set out in these terms and conditions.
- (ii) The Institute shall be entitled to use the inventions and non-confidential information only for their research and teaching purposes with prior approval from DRIPL and due credit to DRIPL, as applicable, under this collaboration. However, in case of a joint collaboration or a contracted research project, knowhow relating to the Project, which is not patented by DRIPL, shall not be used by the Institute for research and/or teaching purposes, without obtaining prior written approval from DRIPL.
  - (iii) Under this agreement, the Institute may be permitted by DRIPL or its assigns, at the sole discretion of DRIPL, to publish papers, make presentations in conferences or disclose information related to the Project including DRIPL/SE IPR, in any journals / conferences, only after obtaining prior written approval from DRIPL and after any patent application has been filed. Any such permission shall be at the discretion of DRIPL and subject to DRIPL receiving a copy of such publication from the Institute 30 days in advance. DRIPL shall convey its comments/objections to such publication in writing within 30 days from the date of receipt of such copy. Under such circumstances, the publication shall be deferred for a period of 45 days until provisional/Patent filings are made. Further, Institute is strictly prohibited from using the inventions/working results/reports for any commercial use whatsoever except as otherwise provided under this Agreement.
  - (iv) The Institute is aware that if the Project and or any confidential information related to the Project is shared with and/or sold to or transferred to any third party, DRIPL shall suffer irreparable losses. Hence, Institute agrees that it will not, under any circumstances whatsoever, use/transfer/sell/modify DRIPL IP Rights and or any information related to the Project for the benefit of any third party without prior written permission of DRIPL. Notwithstanding the foregoing, Institute may use the results for internal research purposes under the guidelines prescribed above and, where specified, with the prior written approval of DRIPL or its assigns.
  - (v) Under Contract research models, Institute agrees not to carry out any work for third parties in which any results arising under these terms and conditions may be used, except in cases where Institute has obtained DRIPL's prior written approval.

5. **Confidentiality:** Confidential information shall mean and include any information and data of confidential or proprietary nature which is disclosed by one party (Disclosing Party) to the other party (Receiving Party), including but not limited to the Project, customer information, proprietary, technical, financial, personnel, marketing, pricing, sales and/or commercial information with respect to computer networking, data communications and computing services as well as drawings, reports, ideas, concepts, designs and inventions, computer source and object code and computer programming techniques; and all record bearing media containing or

disclosing such information and techniques which are disclosed pursuant to the Agreement. Confidential information may also include information disclosed by third parties on behalf of the Disclosing Party.

The terms and existence of these terms and conditions, that discussions and/or negotiations are taking place concerning a potential business relationship i.e. the Project, involving the Parties and all of the terms, conditions and other facts with respect thereto (including the status thereof) shall also be considered Confidential Information. Information transmitted orally or visually shall also be considered to be confidential and proprietary.

If either Party receives any Confidential Information with respect to the Project, it shall not disclose such Confidential Information to any third party or use any Confidential Information, except as expressly permitted under these terms and conditions, and the parties shall take all reasonable measures to maintain the confidentiality of all such Confidential Information in its possession or control, which shall in no event be less than the measures it uses to maintain the confidentiality of its own information of similar importance. Notwithstanding the foregoing, the obligation of confidentiality shall not apply governmental body having jurisdiction ordered to be disclosed, provided however, that prior to such disclosure, the Receiving Party shall inform the Disclosing Party and consult with the Disclosing Party as to the information which will be disclosed and, provided, further, that the information so disclosed shall be limited to that legally required to be disclosed pursuant to such law, regulation, legal process, or order of any court or regulatory/ government authority. It being further clarified that notwithstanding anything contained above, in case an agreement has been executed between the Parties in relation to the Project, these terms and conditions shall form a part of that agreement and be co-terminus with such agreement and shall be in effect till the term of such agreement and thereafter.

**6. Reports:** Parties shall jointly conduct the meeting on the progress of the Project/s at least once every quarter and Institute shall submit a report on the progress of the Project/s in the format as may be prescribed by DRIPL from time to time. Apart from submission of the above reports, DRIPL may request and the Institute shall promptly submit such special project status reports at durations and in the formats as may be required by DRIPL.

**7. Termination:** The Agreement may be terminated by DRIPL at any time during the term of the Project by giving a prior written notice of one (1) month to the Institute. However, DRIPL is entitled to terminate the Agreement at any time with 15 days' prior written notice, (i) if it appears that the expected result cannot be obtained at all or if in its opinion the Project cannot be completed as per the projected costs or within the projected date, or (ii) if in the opinion of DRIPL the Project cannot be pursued any further with reasonable efforts due to factors related to the project or otherwise. Immediately upon termination and no later than within 7 days from notice in writing of the termination of the project- through electronic or physical communication the

Institute shall provide, transfer and assign to DRIPL or Siemens Energy any and all intellectual property rights over the works, developments, to any disclosure (i) of information that is in or enters the public domain other than by reason of a breach by the Receiving Party; or (ii) of information that was in the possession of the Receiving Party prior to such disclosure; or (iii) of information already at the date of disclosure was developed by the Receiving Party as a result of its own efforts and not as a direct or indirect result of the disclosure of the same information by the Disclosing Party; or (iv) of information required by law, regulation, legal process, or order of any court or copyright material, and project documentation, knowhow in terms of mathematical algorithms, flow charts and pseudo-code pertaining to the Project.

**8. Force Majeure:** Notwithstanding anything contrary to these terms, neither party shall be liable or deemed to be in default, if any failure of or delay in performance hereunder is caused by force majeure which term shall mean, but without limitation, fire, explosion, natural disasters, strikes or lockouts, war or any act of Government that materially affects the obligations of the Parties. On the occurrence of an event of force majeure, the affected Party shall immediately inform the other Party of the event and shall continue to perform all other obligations unless the prevented obligation is essential to these terms and conditions. If within a period of forty five (45) days, the event continues and the Parties are unable to identify a workable alternative, either Party may terminate the Agreement by issuing a prior written notice of seven (7) days' notice to the other Party.

**9. Liability:** Neither DRIPL (or Siemens Energy) nor the Institute shall be liable for indirect, consequential, exemplary, special or punitive damages (or any comparable category or form of such damages, howsoever characterized in any jurisdiction), regardless of the form of action, whether in contract, tort, strict liability or otherwise, and even if foreseeable or if the Institute or DRIPL have been advised of the possibility of such damages.

**10. Miscellaneous:**

(a) It is clarified that in case of conflict between these terms and conditions and the terms enumerated under any agreement with respect to the Project, these terms and conditions shall prevail at all times.

(b) It is agreed between the Parties that any amendments to these terms and conditions, shall be reduced into writing and signed by both the Parties.

(c) Institute shall not assign or transfer any of its rights or obligations hereunder without the prior written consent of DRIPL. DRIPL may assign the Agreement to any DRIPL or Siemens Energy Affiliate.

(d) Institute shall not sub-contract either directly or indirectly any part of the Project to any third party without prior approval from DRIPL.

(e) The Agreement shall be executed in two counterparts, each of which shall be deemed as original but all of this together shall constitute one and the same instrument.

(f) These terms and conditions and the Agreement shall be governed by the laws of India with Courts in DELHI having jurisdiction. All disputes arising out of or in connection with this Agreement shall be resolved by arbitration, to be conducted by a sole arbitrator mutually selected by the Parties. If the Parties are unable to agree on a single arbitrator, then each Party shall choose one arbitrator, both of whom shall together choose a third arbitrator. The arbitration proceedings shall be conducted as per the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for such arbitration shall be DELHI, India.

**Agreed and Accepted by:**

DRIPL		Indian Institute of Technology - Roorkee	
Signature 1		Signature 1	
Name	Nevil Karia	Name	Manish Shrikhande
Designation	Director Finance	Designation	Dean SRIC, IIT Roorkee
Place	Ahmedabad	Place	Roorkee
Date	28-Sep-2021	Date	11-Oct-2021
Signature 2		Signature 2	
Name	Mehul S. Parekh	Name	Akshay Dvivedi
Designation	Head – Human Resources	Designation	ADCI, IIT Roorkee
Place	Ahmedabad	Place	Roorkee
Date	28-Sep-2021	Date	11-Oct-2021