

## CORRIGENDUM-1

### **Turbomachinery prototype manufacturing and supply**

Ref: MEE/BVSS/050/2019 [CM(GR1)]

**ANNEXURE 3 TO THE OPEN TENDER NO: MEE/BVSS/050/2019 [CM(GR2)] IN FURTHERANCE OF THE AMENDMENT NO. 1 DATED 10<sup>th</sup> October 2017 TO THE COLLABORATION AGREEMENT FOR THE UAY PROPOSAL [CM(GR3)]S [CM(GR4)] BETWEEN JOHN F WELCH TECHNOLOGY CENTRE AND THE INDIAN INSTITUTE OF TECHNOLOGY, MADRAS**

This Annexure 3 (the “Annexure”), dated the 9th day of December 2019 (the “Effective Date”), to the Open Tender [CM(GR5)] No: MEE/BVSS/050/2019 is made by and between The Indian Institute of Technology Madras, having its office at Centre for Industrial Consultancy and Sponsored Research, IIT Madras, Chennai 600 [CM(GR6)]036 (hereinafter “Institute” or “IITM”), GE India Industrial Private Limited, John F Welch Technology Centre Division, having its registered office at #122 EPIP, Whitefield Road, Bengaluru-560066 (hereinafter “GE/Industry Partner”, and which means and includes world-wide affiliates, subsidiaries, successor-in-interest and permitted assigns of General Electric Company, USA) and Successful Tenderer Name, having its office at Address (hereinafter “Supplier”)

Institute and GE shall be collectively referred to as Parties.

**WHEREAS**, GE India Technology Centre Pvt. Ltd. and Institute had entered into a Collaboration Agreement for the UAY Proposals (the “Agreement”) on 22<sup>nd</sup> December 2016, which was amended on 10<sup>th</sup> October 2017 the terms of which are incorporated in the Tender by reference.

**WHEREAS**, GE, Institute and Supplier had entered into a Nondisclosure Agreement dated DD/MM/YYYY which is hereby made part of the Tender by reference. The terms of the aforementioned Nondisclosure Agreement shall apply to Supplier during and after the performance of the Tender in the manner set forth in the nondisclosure agreement.

**WHEREAS**, the Institute, has issued an open tender No. MEE/BVSS/050/2019 (the “Tender”) [CM(GR7)] [YR8] inviting bids for **Turbomachinery prototype manufacturing and supply** in furtherance of the work required to be performed under the Agreement and Institute and GE intend to add this Annexure as part of the Tender. The Supplier accepts, has read and understood, and agrees to adhere to all the terms of the Tender including this Annexure.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Supplier agrees as follows:

- a. Industrial Property: GE may share certain Industrial Property with Supplier in furtherance of the Tender (“Industrial Property” means business or technical information, whether or not stored in any medium, including, but not limited to, equipment, software, designs, samples, technology, technical documentation, product or service specifications or strategies, marketing plans, pricing information, financial information, information relating to existing, previous and potential suppliers, customers, contracts and products, inventions, unreleased software applications, methodologies and other know-how, drawings, photographs, models, mock-ups, and design and performance specifications, production volumes, production schedules and any other intellectual property.)
- b. Generated Industrial Property: All Industrial Property generated by Supplier in the performance of the Tender (“Generated Industrial Property”) shall be the property of GE and Supplier shall deliver to GE all data, drawings, process and other documents or information pertaining to Generated Industrial Property upon completion of the Tender; Supplier further agrees to execute, or to have executed by appropriate persons, all legal documents necessary to assign intellectual property rights in Generated Industrial Property to GE. Supplier grants to GE a right to use any Supplier Industrial Property used or incorporated in or necessary for the use of Generated Industrial Property to the extent necessary to enable GE to use Generated Industrial Property. GE’s rights to use Supplier’s Industrial Property shall include the right to make and have made, use, distribute, sell, import and export Supplier’s Industrial Property as it relates to Generated Industrial Property, and, with respect to Supplier’s Industrial Property (as incorporated in General Industrial Property) that is subject to copyright protection, the rights to reproduce, prepare derivative works, distribute, perform and display such Industrial Property. This grant to GE of rights to use Supplier’s Industrial Property is perpetual, irrevocable, royalty free and worldwide in scope.
- c. Supplier shall not reverse engineer or otherwise attempt to determine composition of any Industrial Property from any material or information provided to Supplier by GE under the Tender.
- d. Residuals: during the course of the Tender, GE may further develop its Residual knowledge, skills, and experience. The mere subsequent use by GE of such Residual knowledge, skills and experience will not constitute a breach of the terms of the Tender, nondisclosure agreement or Agreement, so long as such use is consistent with any confidentiality obligations between the Supplier, GE and/or Institute. The term “Residual” means information in non-tangible form which is retained in the unaided memory of persons who have had access to Industrial Property or Generated Industrial Property, including ideas, concepts, know-how or techniques contained therein. Further, neither Supplier, GE or Institute shall intentionally memorize the Industrial Property or Generated Industrial Property so as to reduce it to a non-tangible form for the purpose of creating a Residual.
- e. Return or Destruction of Industrial Property: The Supplier agrees that upon delivery and completion of testing of the prototype to the rated power as stated in the Tender, the Supplier shall, upon GE’s written request, and at Supplier’s own cost, promptly destroy or return to GE all Industrial Property and Generated Industrial Property and any copies thereof in possession or control of Supplier, and certify to GE in writing that such return or destruction is complete

and no Industrial Property of GE or Generated Industrial Property is in the possession of the Supplier. The Supplier acknowledges the competitive value and confidential nature of GE's Industrial Property and that disclosure thereof to any third party could be harmful to GE, competitively and otherwise.

- f. Loss of Industrial Property: The Supplier shall check and certify in writing that any Industrial Property received from the Parties was received in good working condition. Supplier shall be fully responsible for any loss or damage to any Industrial Property shared with the Supplier by GE or Industry, the cost of which would be deducted or adjusted from any payment due to Supplier.
- g. Indemnity: Supplier shall indemnify, defend and harmless GE and Industry against any claim, suit or proceeding brought against the Parties that is based on a claim that any Supplier Industrial Property or Generated Industrial Property or any part thereof furnished under the Tender, as well as any device or process necessarily resulting from the use thereof, constitutes an infringement of any patent, copyright, or other claimed intellectual property right of a third party. The Supplier further agrees to indemnify and hold harmless the Parties, their directors, officers, agents and employees from all liabilities or expenses (including but not limited to reasonable attorney fees and costs of investigation and defense) actually suffered and incurred by the Parties resulting from: (i) any injury/death of any person or destruction to tangible or intangible property or any business loss resulting from Supplier's material breach of the terms of the Tender (ii) any violation of any statute, ordinance, or regulation by Supplier; (iii) any act or omission constituting gross negligence or willful misconduct or breach of fiduciary duty in connection with Supplier's performance of this Agreement.
- h. In the event of a conflict, the terms of this Annexure shall supersede and have precedence over any other terms stated in the Tender.
- i. Supplier agrees that no acknowledgment or information concerning the Tender or services provided hereunder will be made public by Supplier without prior written agreement of GE.
- j. In no event shall GE be liable for any special, incidental, indirect or consequential damages of any kind in connection with this Annexure or Tender. Without prejudice to the foregoing, GE's cumulative liability under this Tender, if any, shall not exceed a total amount paid to Supplier under the Tender.
- k. Ratification: The Annexure is hereby ratified by each of the Parties hereto and shall remain in full force and effect in accordance with its terms as so amended. The Annexure set forth above is not a consent to any waiver or modification of any other terms or conditions of the Agreement or Tender and shall not prejudice any rights which any of the parties may now or hereafter have in the Agreement or Tender. All other terms and conditions of the said Agreement and Tender shall remain unchanged and in full force and effect during this Annexure unless specifically changed in writing by the parties.
- l. Counterparts: This Annexure may be signed in any number of counterparts, each of which shall be an original, and all of which taken together shall constitute a single Annexure, with the same effect as if the signatures hereto and thereto were upon the same instrument.

**IN WITNESS, WHEREOF**, each of the parties hereto has caused this Annexure to be executed by its duly authorized officer or representative effective as of the Effective Date.

**GE INDIA INDUSTRIAL PVT. LTD.**  
**(John F Welch Technology Centre Division)**

**THE INDIAN INSTITUTE OF  
TECHNOLOGY,  
MADRAS**

\_\_\_\_\_  
By (Authorized Signatory)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
By (Authorized Signatory)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Successful Tenderer Name**

\_\_\_\_\_  
**SUPPLIER**

\_\_\_\_\_  
By (Authorized Signatory)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date