

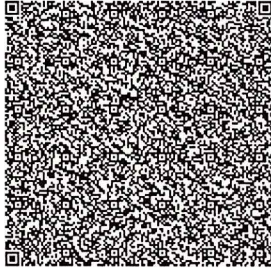


सत्यमेव जयते

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Certificate No. : IN-KA76231031408959L
Certificate Issued Date : 13-Nov-2013 04:03 PM
Account Reference : NONACC (FI)/ kacrsf108/ BIDADI1/ KA-RM
Unique Doc. Reference : SUBIN-KAKACRSFL0812061422839938L
Purchased by : TOYOTA KIRLOSKAR MOTOR PVT LTD
Description of Document : Article 12 Bond
Description : MOU
Consideration Price (Rs.) : 0
(Zero)
First Party : TOYOTA KIRLOSKAR MOTOR PVT LTD
Second Party : GALGOTIA UNIVERSITY
Stamp Duty Paid By : TOYOTA KIRLOSKAR MOTOR PVT LTD
Stamp Duty Amount(Rs.) : 200
(Two Hundred only)



Authorised Signatory
DAS, CCSL
Near IDBI Bank Bidadi
Ph 080-27282222

Please write or type below this line

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** ('MOU' for reference hereinafter) is entered into on this Twentieth day of January Year Two Thousand and Fourteen (20/01/2014).

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Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website 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:

M/s. Toyota Kirloskar Motor Private Limited, a Company incorporated under the Indian Companies Act, 1956 and having its registered office and works at Plot No. – 1, Bidadi Industrial Area, Ramanagara District - 562 109 and hereinafter referred to as 'TKM' (which term shall mean and include its successors and assigns in business) on one part

AND:

The **M/s. Galgotias University**, an educational institution having its main/administrative office at Plot No. 2, Sector 17-A, Yamuna Expressway, Greater Noida, Gautam Buddh Nagar, Uttar Pradesh and hereinafter referred to as 'INSTITUTE' (which term shall mean only the said INSTITUTE and does not include its successors and assigns) on the other part.

WHEREAS:

- I. TKM is a Joint Venture collaboration between Toyota Motor Corporation, a Corporation incorporated under the laws of Japan and Kirloskar Systems Limited, an Indian Company and is involved in the manufacture of the state of technology automobiles.
- II. Toyota Sales Education Foundation 'T-SEF' is an initiative conceptualized, developed and supported by TKM to train the students, who are interested in a career in 'Sales', pursuing their studies at Graduate Levels and to recruit them as 'Sales Consultants' at Toyota Dealers Network across the country based on the requirement and vacancy available. In short, T-SEF is a drive to tie-up with educational institutions to develop trained manpower 'Sales Consultants' for Toyota Dealership and also as an activity of 'Corporate Social Responsibility.'
- III. The INSTITUTE offers a Graduate Courses in various streams and has come forward to support TKM for launch and implementation of T-SEF at its INSTITUTE situated in Greater Noida and has agreed to the terms and conditions covenanted in this MOU.

NOW THIS MOU WITNESSETH THE FOLLOWING TERMS AND CONDITIONS: -

1. ABOUT T-SEF AND PROCEDURE TO CONDUCT THE PROGRAM: -

- i. T-SEF or Toyota Sales Education Foundation is a training program conceptualized, developed & supported by TKM, India for fulfilling its social responsibilities as a leading corporate manufacturing industry and for the Toyota dealer's business requirements.
- ii. TKM to plan and implement the T-SEF for interested students pursuing their Graduation in BBA & B.Com. in Final Semester only ('Concluding Year' for reference hereinafter) in accordance with their existing educational pattern, thereby to cater the needs of the Toyota dealers based across India for the requirement of the 'Sales Consultants' by offering employment to the selected candidates. There indeed by achieving its commitment to society as a responsible corporate.



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- iii. The INSTITUTE fully understands that the T-SEF is a program in addition to the regular syllabus prescribed in their Graduation Course by the INSTITUTE or respective 'State Education Board' or any other appropriate 'Controlling Board or Body' as prescribed under the State or Central Law ('Core Curriculum' for reference hereinafter). The INSTITUTE shall frame its annual academic time-table in such a manner as to accommodate both the 'Core Curriculum' as well as the 'T-SEF'. The INSTITUTE shall ensure that in its academic time-table, the T-SEF is allotted a minimum of 5 hours per week in the Concluding Year of their Graduation. The entire allotment of time for a particular week shall be spread over evenly. The INSTITUTE understands that this is a primary requirement for the proper and methodical implementation of T-SEF.
- iv. The INSTITUTE shall restrict the students pursuing T-SEF to a batch consisting of maximum 20 students per course for the academic year.
- v. The INSTITUTE also understands that T-SEF is not a part or requirement for the Core Curriculum and T-SEF could be recognized only by the Private Sector Industry and may not be recognized by the 'Employment Exchange' or 'Government Companies' or 'State Owned Manufacturing Units' or 'State owned Corporations' or 'State Education Board' or the 'All India Council for Technical Education' or by any 'State or Central Education Board' or by any 'Legislation in force'.
- vi. TKM with the support of Automobile Industry expert ('Trainer' for reference hereinafter), have designed & developed T-SEF course content ('Module' for reference hereinafter). T-SEF module consists of 40 hours of class room teaching & 10 days of on job training in form of projects & research work.
- vii. T-SEF Module is in the form of a Text Book, Soft Copies in the form of Slides (Power Point Presentations) and in the form of Guidelines to Project work.
- viii. TKM will bear 100% cost incurred towards developing T-SEF Module (printing and supplying). The Module shall be supplied by the TKM to the INSTITUTE in required numbers.
- ix. The TKM reserves all the rights (proprietary in the form of copy right, etc.) over the module and the INSTITUTE cannot claim any right over the same. The INSTITUTE is not permitted to copy the module or to circulate the same to any body without the prior written permission from the TKM.
- x. TKM shall provide training to the two identified faculty members ('faculty' for reference hereinafter) at the start of T-SEF program and conduct refresher course at beginning of each fresh T-SEF batch either in the INSTITUTE's premises or at the Trainer's place or at the place identified for training by the TKM. The TKM shall bear the entire cost of training the faculty before conceptualization of T-SEF and at subsequent refresher programs. However, the travel and boarding expenses incurred by the faculty for the purpose of training the faculty shall be borne by the INSTITUTE alone. Such trained faculty shall be



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responsible for conducting T-SEF in accordance to the Module and instruction given by TKM from time to time for the interested T-SEF enrolled students.

- xii. Such trained faculty, shall train the T-SEF enrolled students for at least two academic batches. In case, such trained faculty wishes to leave the INSTITUTE before the completion of the running T-SEF academic batch/batches or in between the ongoing academic T-SEF batch, the INSTITUTE shall identify another member to the faculty, who shall undergo T-SEF training as mentioned in CLAUSE J. The trained faculty, who has submitted his resignation in between the running T-SEF batch, shall not be relieved until the new faculty takes charge. Further, the INSTITUTE shall alone bare all the cost and expenses incurred towards training the new faculty.
- xiii. The INSTITUTE undertakes to promote and encourage their pre-final year students to enroll into T-SEF course and short list the candidates who can enroll to T-SEF. Further, the INSTITUTE shall share the list of shortlisted students by the end of Pre-final Semester or two months prior to the commencement of Concluding Year.
- xiv. INSTITUTE shall provide infrastructure facilities like class room, OHP, LCD Projector and audio visual equipments to impart T-SEF. However, the INSTITUTE from time to time, if specified by TKM, undertakes to upgrade its infrastructure for the purpose of effective implementation of T-SEF.
- xv. The T-SEF Module is a combination of both theory and On Job Practice. The theory part will be thought at the premises of INSTITUTE and the On the Job Training (On Job Training) will be imparted by the faculty with the support of TKM's Dealer incharge personnel at the dealership located near to the INSTITUTE.
- xvi. On Job Training shall be preferably conducted on Saturdays with mutual consent of Dealer In charge Personnel & the INSTITUTE.
- xvii. TKM shall make regular visits to the INSTITUTE, conduct discussions & follow up programs with the faculty and obtain feedback & update the faculty on latest developments and emerging trends in the field of automobile industry for effective implementation of T-SEF.
- xviii. The trained faculty responsible for training T-SEF will share On Job Training schedule with the dealer identified 2 weeks prior to the commencement of On Job training, so as to enable the Dealer in charge to do needful arrangements & provide required support and infrastructure for the required training. In case, the faculty requires any additional support, the same can be sought from TKM.
- xviiii. Both, TKM and the INSTITUTE shall nominate one person to perform day-to-day activities of the T-SEF, who will be referred to as Window Person.

2. COVENANTS BY THE INSTITUTE: -



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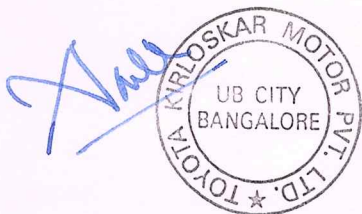
- (A) The INSTITUTE understands that the implementation of T-SEF is only for interested students pursuing their Graduation at INSTITUTE. All interested students studying in concluding year shall undergo T-SEF in addition to the Core Curriculum.
- (B) This arrangement can be extended to other programs of Galgotias University, subject to mutual written consent by both the parties.
- (C) If MOU is terminated in accordance with the provision mentioned herein by any of the parties or by law or intervention of any court, then the INSTITUTE shall promptly return to TKM, T-SEF training modules and any other materials shared for the purpose of T-SEF provided by TKM.
- (D) The INSTITUTE shall not make replication or copy or photocopy of T-SEF study material in any manner for the purposes of training / implementing T-SEF or for any other purpose in its home institute or its other branches, wings or University.
- (E) The INSTITUTE will consider to periodically upgrade the facilities and resources required to strengthen T-SEF program as requested by TKM.
- (F) The INSTITUTE agrees not to charge any additional fees or charges or monies under any heading whatsoever from any of the students who have shown interest in the T-SEF for the purposes of or on the pretext of imparting the T-SEF. However, the INSTITUTE reserves the right to fix the quantum of the fees during the first year of admission.
- (G) The INSTITUTE agrees to conduct 'Personality Factor - 16PF' and Analytical tests to the interested students to join T-SEF and shortlist on the basis of merit and the shortlisted candidates will be enrolled to T-SEF. Further, the INSTITUTE shall maintain the score papers of all the interested students as records till placement. One set of Recruitment Kit will be provided by TKM. If additional Recruitment kit is required, the TKM shall give the same to the INSTITUTE subject to payment of applicable charges.
- (H) The INSTITUTE will not entertain any tie-up with other automobile company/companies or any other competitor company of TKM to conduct & run a program similar to T-SEF. This however shall not have binding on other programs of University / INSTITUTE. Any violation of this clause or any intention of violation of this clause may result in TKM terminating this MOU with immediate effect.
- (I) The INSTITUTE shall not, in any way or manner or fashion either directly or indirectly, reveal to any person or media or body or company or organisation or to any competitor about any confidential details of TKM that the INSTITUTE may come to know by the virtue of this MOU or through the implementation of T-SEF. Any violation of this clause or any intention of violation of this clause may Attract invoking the provisions of clause 2 (J) of this agreement.
- (J) The INSTITUTE understands that, if it violates or breaches any of the provisions mentioned in clauses 2 (H), (I), (S) & (W) or for any breach or violation of any of the



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terms agreed to in this contract, then the TKM may terminate this MOU with immediate effect and the decision taken by TKM in this regard shall be final. Later, the TKM shall not entertain any claims by the INSTITUTE or Students of T-SEF or any other persons in this regard and the INSTITUTE undertakes to fully indemnify the TKM for the consequences arising out by virtue of this clause.

- (K) If the appropriate authorities change the core-curriculum the INSTITUTE shall inform TKM about the same and if so required, TKM shall make suitable changes in the implementation of the T-SEF.
- (L) The INSTITUTE agrees to permit the students to visit the TKM Dealers whenever called by TKM for the purposes of the On Job Training of T-SEF without affecting their regular Core Curriculum. However INSTITUTE will communicate to interested students that the travel cost incurred during the on job training will be borne by the students/individuals and the INSTITUTE shall bear their faculty travel cost incurred during on job training from the INSTITUTE to the dealership and back and the TKM shall not be responsible for the same. Further TKM will arrange snacks/refreshments to the students who are put in the on job training at Dealership.
- (M) The INSTITUTE shall ensure that its students maintain utmost discipline while visiting the TKM Dealers and the students shall not interact with any of the customers of TKM in the dealership or with any of the dealer staff or personal unless called to do so by TKM. The students shall at all times display significantly the identity card issued to them by the INSTITUTE. The students shall during their visit to the Dealerships wear the normal uniform of the INSTITUTE that is worn in the INSTITUTE. The faculty/s from the INSTITUTE shall compulsorily accompany the students during their visit to the dealership and shall stay with the students in the dealership till the completion of the On the Job Training. Further either the staff of TKM or the staff of the TKM Dealer shall also be compulsorily present during the time of the On the Job Training and shall try to clarify all the queries or doubts that the students may raise and shall endeavor to provide the best possible training to the students.
- (N) The INSTITUTE agrees not to transfer any of the students enrolled for T-SEF branch to any of its other branch or vice versa without the prior permission of TKM.
- (O) The INSTITUTE shall inform TKM about any student discontinuing the Graduation course, who has also enrolled for T-SEF. Such students, who have collected course material and module of T-SEF, shall return the same to TKM or it is the responsibility of the INSTITUTE to ensure that the same is returned to TKM.
- (P) The INSTITUTE shall in no way whatsoever use the name or trademark or logo of either TKM, TMC or of the Dealer in any of its advertisements or buildings or prospectus or application without the prior written consent from TKM.
- (Q) The INSTITUTE agrees not to make any commercial use or take any commercial advantage of its selection by TKM for the implementation of the T-SEF. The INSTITUTE



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fully understands that TKM at its discretion could recognize any such other institutions/organizations during the currency of this MOU or after its termination for the implementation of T-SEF.

- (R) The INSTITUTE recognizes the right of TKM & Trainer to make regular, frequent and informed inspections at the INSTITUTE at any point of time during the working hours to oversee the implementation of T-SEF and take feedback from all the concerned to improve the course content and to suggest improvements in the training methodology of T-SEF.
- (S) The INSTITUTE agrees that all the 'Training Material' for reference hereinafter given to the INSTITUTE by TKM under this MOU shall remain the property of TKM. The INSTITUTE shall not take the stock of the course material into its books of accounts or consider the same as its assets for availing any tax or other advantage. Any action by the INSTITUTE in violation of this clause shall entitle TKM to discontinue the T-SEF in accordance to the provisions mentioned in Clause 2 (J) of this agreement.
- (T) The INSTITUTE understands that the TKM at any point of time during the first batch from the date of this MOU has the right to replace training material for any reasons whatsoever and the INSTITUTE agrees to accommodate to the same without any recourse.
- (U) The INSTITUTE, further agrees that in the event of termination of this MOU for any of the reasons mentioned in Clause 2 (H), (I), (S) & (W) or for any other reasons or for violation or breach of the terms agreed to in this contract before the completion of first batch or before or in between the completion of any running academic T-SEF batch, the INSTITUTE shall return to TKM the entire training material given to the INSTITUTE. In case, the INSTITUTE fails to return the same within the stipulated time given by TKM, the TKM reserves the right to take back the same by virtue of this agreement and applicable laws.
- (V) The INSTITUTE agrees that the training to the Faculty shall be provided free of cost. However the costs of the transportation of the Faculty from the INSTITUTE to the venue of the training and back to the INSTITUTE including the costs of the boarding and/or lodging of the faculty during the period of training shall be borne by the INSTITUTE as mentioned and explained under Clauses 1 (x) & (xi) of this agreement. The INSTITUTE shall not to transfer or depute the Faculty training T-SEF to any other place during the course of running T-SEF academic batch or batches, as the same would hamper the successful implementation of the T-SEF. Further, the INSTITUTE shall inform TKM and take permission of TKM for transferring any faculty involved in imparting T-SEF program during the running academic of T-SEF batch or batches. Also the INSTITUTE shall inform TKM about any resignation or termination or long term leave / hospitalization or incapacitation or death of the Faculty involved in imparting T-SEF and make requisite arrangement after consultation with TKM to handle the exigencies and strive towards smooth running of the T-SEF.
- (W) The INSTITUTE understands that, it does not have any right to issue T-SEF certificates to any of the student enrolled to T-SEF and the same shall not be given to anybody or provide to or issue any letter in form of certificate of T-SEF. Any such incidence reported or any



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breach to this clause made by the INSTITUTE, it shall attract action as mentioned under clause 2 (J) of this agreement. The Institute further agrees and understands that neither the TKM nor any of its Dealerships will issue any certificate to the candidates who have completed T-SEF Course. However, the TKM with the support of the INSTITUTE, jointly conduct a CAREER DAY to the successful students on completion of every academic T-SEF batch and facilitate such students with campus interview, to be conducted by the exclusive dealers of TKM, which will be followed by recruiting of or short listing of the selected candidates for final round of interview. Such cost incurred towards organizing Career day will be equally shared/borne by the TKM & the INSTITUTE.

3. COVENANTS BY TKM: -

- (A) TKM agrees to develop & give module to the INSTITUTE for the purposes of the implementation of T-SEF.
- (B) TKM agrees to give proper training to the Faculty (2 members) and shall keep the INSTITUTE updated about the performance of the Faculty in the implementation of the T-SEF.
- (C) TKM shall promptly try to resolve any problem the INSTITUTE may face with regard to implementation the T-SEF.
- (D) TKM shall keep the INSTITUTE updated about any changes in the course content of T-SEF.
- (E) TKM agrees to implement the T-SEF program without affecting the core-curriculum and shall ensure that the T-SEF shall in no way affect the regular calendar planned by the INSTITUTE to implement the core-curriculum.
- (F) TKM will assist students undergone T-SEF training in providing placement opportunities at Toyota dealerships spread across the country subject to vacancy.

4. VALIDITY, TERMINATION, RESOLUTION OF DISPUTES AND GENERAL COVENANTS: -

- A. This MOU shall be valid until the same is terminated by either of the party by giving a sixty (60) calendar days written notice to the other party. However, the MOU cannot not be terminated until the completion of the running T-SEF Program subject to the exceptions laid under clause 4 (B) of this contract.
- B. Nothing stated above in clause 4(A) shall be applicable in the following circumstances and termination shall be with immediate effect and there shall be no claims or litigation in this regard: -



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1. If the authorization given by TKM to implement the T-SEF program is withdrawn.
 2. For any specific violation of any of the terms or clause of the MOU by the INSTITUTE including but not limited to clauses 2(H), (I), (S), (U) & (W).
 3. For any specific violation of any of the terms or clauses of the MOU by TKM.
 4. Order of any Court of Law or Appropriate Authority prohibiting the like programs or T-SEF or similar to T-SEF.
 5. By any legislation passed by the State or Central prohibiting such programs similar to T-SEF.
 6. If any of the parties are declared bankrupt or insolvent by any of the Court of Law.
- C. All the disputes arise between the parties shall be tried to be resolved amicably by negotiations by the window persons nominated by both the parties. If the negotiations by them fail, then the problem shall be escalated to the GM – Dealer Network Division of TKM or the Vice Chancellor of the INSTITUTE. Even then, if there could be no amicable settlement arrived between the parties, and then the same shall be resolved by arbitration in accordance with the provisions of the ‘Arbitration and Conciliation Act 1996’. Such Arbitration proceeding shall be conducted at Regional Office of TKM situated at Bengaluru or at the registered office of TKM situated at Bidadi, Ramnagar District.
- D. Only the Courts in Ramnagar District shall have jurisdiction over any disputes arising between parties.

THIS AGREEMENT is drawn in two sets and both the parties possess one copy each thereof.

IN WITNESSES WHERE OF both the TKM and the INSTITUTE have on this day first mentioned above have entered into this MEMORANDUM OF UNDERSTANDING.

For ‘Toyota Kirloskar Motor Private Limited’

For ‘Galgotias University’

Name: Sailesh Shetty
Designation: Vice President – Sales & DD



Name: Prof.(Dr.) Ashok Saxena
Designation: Vice Chancellor

WITNESSES: -

1.



Name: Devinder Puri
Designation: Manager, Dealer Operation

2.



Name: V K Luthra
Designation: Director, CRC