

MEMORANDUM OF UNDERSTANDING

BETWEEN

ASSAM DON BOSCO UNIVERSITY

AND

EICHER MOTORS LIMITED

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MEMORANDUM OF UNDERSTANDING

BETWEEN

EICHER MOTORS LTD

AND

ASSAM DON BOSCO UNIVERSITY

This Memorandum of Understanding (hereinafter referred to as 'MOU') made at Guwahati on the 7th November, 2017 by and between:

1. **Eicher Motors Ltd.**, a company registered under the provisions of Companies Act, 1956 having its registered office at 3rd Floor, Select Citywalk, A-3, District Centre, Saket, New Delhi- 110 017; corporate office at **Building No.96, Sector 32, Gurgaon-122001** and having its plant at Thiruvottiyur Highroad, Thiruvottiyur, Chennai-600019, (hereinafter referred to as "Royal Enfield" which expression shall, unless repugnant to the context or meaning hereof, be deemed to include its subsidiaries, successors/ administrators and assigns of the First Part)
2. Assam Don Bosco University, an autonomous University incorporated in India and having its registered office at Airport Road, Azara, Guwahati – 781017, Assam, India (hereinafter referred to as "ADBU", or Second Party, which expression shall wherever the context otherwise requires includes its nominees, legal representatives and successors);

(Hereinafter referred to as "Party" individually and are collectively referred to as "Parties").

1. PURPOSE OF THIS MOU

WHEREAS, **ROYAL ENFIELD** is involved in the business including manufacturing, marketing and sales of motorcycles and its spare parts and as a part of its corporate social responsibility programmes intends to initiate certain job-oriented training and education programmes to

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2. STATEMENT OF UNDERSTANDING AND AGREEMENT

It is mutually understood and agreed by and between the parties that during the term of this MOU, both parties will cooperate and abide by the understanding reached between the parties as stated in this MOU.

3. SCOPE OF CO-OPERATION

3.1. **ROYAL ENFIELD** agrees to the following broad scope:

- a. The main objective of this collaboration is to familiarize young students and faculty members in latest automobile technology and also practically demonstrate to them the most scientific way of repair, maintenance and overhaul of motorcycles.
- b. '**Royal Enfield Technician Certification Programme**' (**RETCP**) is a proprietary teaching and education programme in automobile engineering and technology developed by Royal Enfield for fulfilling its social responsibilities as a leading corporate. Further, RETCP is a combination of both theory and practice.
- c. **ADBU** is desirous of utilizing the RETCP (at least one program on quarterly basis) to train its students and faculty members in particular and any students or any faculty members of engineering colleges/institutions, industry personnel, mechanics, dealers, students of diploma, vocational institutions, Industrial Training Institutes (ITI), etc., at its **ADBU CAMPUS** with assistance of **ROYAL ENFIELD**.
- d. **ADBU** is, therefore, willing to receive and **ROYAL ENFIELD** is willing to give **free of cost** the relevant hardware/equipment, tech-ware, and courseware and software, if any, to run RETCP.
- e. **Royal Enfield** and **ADBU** are jointly responsible for the implementation of RETCP in **ADBU**.
- f. To implement **RETCP**, **ROYAL ENFIELD** and **ADBU** shall jointly establish a technical training cell called **ROYAL ENFIELD SERVICE TRAINING CELL**.
- g. **ROYAL ENFIELD SERVICE TRAINING CELL**, ('**RESTC**' hereinafter), will be a full-fledged cell that consists of appropriate hardware/equipment, tech-ware, and courseware and software, if any.

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- h. **ROYAL ENFIELD** and **ADBU** shall, at the RESTC premises, jointly impart training that consists of both theory and 'Practical-Training'.
- i. The certification of students who will undergo training in **RESTC** shall be jointly done by **ROYAL ENFIELD** and **ADBU** with proper assessment.
- j. There shall be one faculty member from **ADBU** and one representative of **ROYAL ENFIELD**, who shall be available full time at RESTC that will be situated at **ADBU** campus, to coordinate the **RETCP**.
- k. It is understood that this training and education programme by **ROYAL ENFIELD** runs on a 'no loss no profit' basis.
- l. As and when possible, **ADBU** and **ROYAL ENFIELD** shall jointly organize workshops/seminars/conventions and other academic programmes on subjects of contemporary interest in the field of automobile engineering and technology.
- m. **ADBU** has the right to take nominal fees from the participants, except from **ROYAL ENFIELD's** service personnel and service staff of its dealers, who are getting enrolled in training under **RETCP**.
- n. **ADBU** will be responsible for the enrollment of the ADBU students for **RETCP**.
- o. All enrollments of the ADBU students under **RETCP** should follow the admission procedure of **ADBU**.
- p. Provide the opportunity to participate in the classroom activity for project specific tasks to teachers and students (preferably in NE India region)
- q. Allow **ADBU** to organize chargeable summer and winter trainings for students from any institutes including students of **ADBU** wherein the entire revenue collected would go to **ADBU**.
- r. Allow **ADBU** to organize chargeable Crash Courses (so called Basic Training Course of **ROYAL ENFIELD**) for students from any institutes including students of **ADBU** wherein the entire revenue collected would go to **ADBU**.

3.2. **ADBU** agrees to the following broad scope:

- a) **ADBU** fully understands that the **RETCP** is a training and education programme in the area of automotive engineering and technology involved in motorcycles and that the **RETCP** is not a part or requirement of the core curriculum.

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- b) **ADBU** shall provide ROYAL ENFIELD, without charging any fee/rent, space within the existing workshop/ campus of ADBU, for running all programmes conducted in association with **ROYAL ENFIELD**, under this MOU.
- c) **ADBU** shall be responsible for all present and future costs relating to the infrastructure of the set-up for RESTC/RETCP, including operational, maintenance or other reasonable related expenses. All statutory liabilities in relation with RESTC shall also be borne by **ADBU**. However, the cost of power consumption relevant to infrastructure provided to **ROYAL ENFIELD** would be borne by **ROYAL ENFIELD**, subject to a maximum of Rs. 5000/- (Five Thousand Only) on a monthly basis, during the term of this MOU.
- d) The trained staff of **ADBU** or/and the competent subject experts drawn from academia and/or industry shall train its students and faculty members in particular and any students or any faculty members of engineering colleges/institutions, industry personnel, mechanics, students of diploma, vocational institutions, Industrial Training Institutes (ITIs), etc., at its campus as per the **RETCP** concept of **ROYAL ENFIELD**.
- e) **ADBU** shall depute at least two faculty members and four staff like mechanics/technicians for a period as specified by **ROYAL ENFIELD** to undergo the "Train-the-Trainer" (TTT) program at **ROYAL ENFIELD** as per availability.
- f) **ADBU** shall ensure that these certified trainers, as referred in Clause 3.2 (e) above, also undergo periodic training as part of **Continuous Education Programme** of **ROYAL ENFIELD** or/and such companies/institutes in India or abroad as may be instructed by ROYAL ENFIELD.
- g) **ADBU** shall grant **ROYAL ENFIELD** complete access to (i) the RESTC premises and training set-up for using the same beyond office/working hour and (ii) all its facilities for training of service personnel of **ROYAL ENFIELD**, service staff of Royal Enfield dealers on receipt of reasonable advance intimation from **ROYAL ENFIELD** regarding the same.
- h) **ROYAL ENFIELD** shall provide training to its service personnel and service staff of its dealers at the RESTC premises, as part of RETCP. ADBU acknowledges and

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agrees that these personnel of ROYAL ENFIELD and/or its dealers are not required to pay any fee to ADBU for enrolling in RETCP and that ADBU shall provide ROYAL ENFIELD with all necessary access, infrastructure, staff and permissions, with respect to such personnel, as may be required for their proper training as per RETCP.

4. WARRANTIES, LIABILITY AND INDEMNIFICATION

- 4.1. **ROYAL ENFIELD** does not make any express or implied warranties to **ADBU** with respect to the **ROYAL ENFIELD** products, any copies thereof, any services provided hereunder or otherwise regarding this agreement, whether oral or written, express or implied, including, but not limited to, the implied warranty of merchantability, the implied warranty against infringement and the implied warranty of fitness for a particular purpose.
- 4.2. Neither party shall be liable for the debts or obligations or liabilities of the other.
- 4.3. **ADBU** acknowledges and agrees that in no event shall **ROYAL ENFIELD** or any affiliate of **ROYAL ENFIELD**, or any of **ROYAL ENFIELD** officers, directors, employees, shareholders or representatives be liable to **ADBU** for any special, indirect, incidental or consequential damages in any way relating to the usage of **ROYAL ENFIELD** products, even if **ROYAL ENFIELD** has been notified of the possibility or likelihood of such damages occurring.
- 4.4. **ADBU** agrees to prominently display the plaque at the cell. **ADBU** understands that the plaque and the package certificate shall remain as the property of **Royal Enfield**. If **Royal Enfield** or **ADBU** for any reasons whatsoever decides not to continue the RETCP or this MOU is terminated in accordance with the provisions mentioned herein by any of the parties or by the act of law or court, then the **ADBU** shall promptly return the plaque certificate and the package certificate to **Royal Enfield**.
- 4.5. **ADBU** shall not make replication or copy or photocopy of the 'Certificate of Appointment Plaque' and package certificate in any manner for the purpose of its display in any of its other branches or wing. The plaque and the package certificate shall be displayed only in the cell. However, may use photograph or video of the

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plaque and the package certificate for the purpose of displaying it in print or electronic media and in the **ADBU** premises.

- 4.6. **ADBU** shall not, in any way or manner, either directly or indirectly, reveal to any person or media or body or company or organization or to any competitor about any confidential details of **ROYAL ENFIELD** that **ADBU** may come to know by virtue of this MOU or through the implementation of RETCP. Any violation of this clause may result in **ROYAL ENFIELD** terminating this MOU with three month advance intimation from **ROYAL ENFIELD** providing the details of violation. The decision of **ROYAL ENFIELD** shall be final in this regard and there shall be no claims or litigation over Royal Enfield in this regard.
- 4.7. **ADBU** shall in no way whatsoever use the name or trademark or logo of **ROYAL ENFIELD** in any of its advertisement or buildings or prospectus or application without the prior written consent of **ROYAL ENFIELD**. **ADBU** fully understands that **ROYAL ENFIELD** at its discretion could recognize any other institution in the other region other than surroundings of Kamrup district in Assam and also along with or without **ADBU** for the implementation of RETCP.
- 4.8. **ADBU** recognizes the right of **ROYAL ENFIELD** to make regular, frequent and informal inspection to **ADBU** at any point of time during the working hours to oversee the implementation of RETCP and take stock of the equipment and to suggest improvement in the training methodology of RETCP.
- 4.9. **ADBU** agrees that all the motorcycles, aggregates, equipment, training kit and tools etc. ('equipment' for reference hereinafter) given to **ADBU** by **ROYAL ENFIELD** under this MOU shall remain the property of **ROYAL ENFIELD**. Further, **ADBU** shall not take the stock of this equipment into its books of accounts or consider the same as its assets for availing any tax or other advantage. **ROYAL ENFIELD** at any point of time during **RETCP** has the right to replace the equipment for any reasons whatsoever. In the event of the termination of this MOU, **ROYAL ENFIELD** has the right to take the entire equipment back with it and **ADBU** shall have no claim or litigation over the same.

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5. TERM, RENEWALS AND TERMINATION OF MOU

- 5.1. This MOU shall be for a period of 3 (three) years from the date of its signing and may be renewed with the mutual consent of both the parties, for similar period or periods.
- 5.2. This MOU can be terminated only in the following circumstances:
- Mutual consent;
 - Material breach by one of the parties of this MOU;
 - Termination by either party upon giving the other 3 (three) months' advance notice of termination in writing before the effective date of termination or
 - Bankruptcy or liquidation of either party.
- 5.3. In the event of any termination or cancellation of this MOU by either party pursuant to clauses 5.2.a, 5.2.b and 5.2.c, any obligations set forth in this MOU shall cease with effect from the effective date of termination save clause 5.4.

6. INTELLECTUAL PROPERTY, PHYSICAL PROPERTY AND RIGHTS TO DATA

- 6.1. The parties agree that any documents, material, equipment, software, discoveries or inventions, or patentable technology, patent, copyright developed or purchased by either party during the course of this MOU shall vest with the party or the client for whom the same was developed or purchased in terms of the project agreement with the client.
- 6.2. Each party (hereinafter referred to as 'recipient') further agrees that upon request by the other party (hereinafter referred to as 'discloser') or upon termination of this MOU, the recipient shall promptly deliver to the discloser any materials, equipment, notebooks, memoranda, data sheets, research reports, technical data, records, documents, programs / software and any other written or printed information (or copies thereof), which relate to the business of the discloser or was provided by the discloser, and which are in the possession or under the control of the recipient who does not own the same.

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6.3. If the agreement between any third party and the parties to this MOU does not contemplate vesting the intellectual property rights with such third party, the respective party having developed the software applications or the modules, shall have all the rights in respect of the intellectual property.

7. NOTICES

Any notices to be given under this MOU shall be in writing and mailed by registered mail to the other party at the address herein above or such other address as either party may, from time to time, designate by notice, given on the date of receipt or attempted receipt if acceptance of delivery is refused.

8. AMENDMENT / MODIFICATION

The present MOU, including any Annexes, may be modified and/or amended at any time by the signatories, by mutual written MOU (through formal amendments).

9. RELATIONSHIP BETWEEN THE PARTIES

9.1. Both parties acknowledge and agree that the relationship intended by this MOU is that of independent entities and not that of "Employer / Employee", joint venture or agency. No employee of **ROYAL ENFIELD** shall be deemed to be an employee of **ADB** and vice versa.

9.2. Both parties agree that no object, entity or property belonging to one party is construed to belong to the other or vice versa; and

9.3. Nothing contained herein shall be construed so as to create a partnership unless expressly agreed.

10. HEADINGS

All headings appended to this agreement are meant only for the purposes of convenience and reference and shall not be construed to mean or indicate anything else, and shall not be taken into account in the interpretation of these presents.

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11. SIGNATORIES

In witness whereof, the parties hereto have caused this MOU to be executed in duplicate (each of which duplicates shall be deemed to be an original) as of the day and year first written above.

12. MISCELLANEOUS

- (a) Neither party shall be deemed in default of its obligations under this MOU nor shall be liable to the other to the extent that it is unable to perform any of its obligations by reason of any event or circumstance beyond its reasonable control.
- (b) Parties shall try to resolve all the disputes amicably by negotiations. If the negotiations fail then the same shall be resolved by the arbitration in accordance with the provision of the 'Indian Arbitration and Conciliation Act 1996'. The venue of arbitration shall be Delhi.

FOR AND ON BEHALF OF **Eicher Motors Ltd.**

Signature: _____

Name: _____

Title: Director

FOR AND BEHALF OF **ASSAM DON BOSCO UNIVERSITY**

Signature: _____

Name: _____

Title: _____

WITNESS:

1. Rangalwar G.I.C

9840974935
U. Arunoy

2. _____

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