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MEMORANDUM OF UNDERSTANDING

BETWEEN

**HINDUSTHAN COLLEGE OF ENGINEERING
AND TECHNOLOGY**

AND

EICHER MOTORS LIMITED

Eicher Motors Limited
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Haryana, India
Tel +91 124 4415600

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MEMORANDUM OF UNDERSTANDING

BETWEEN

EICHER MOTORS LTD

AND

HINDUSTHAN COLLEGE OF ENGINEERING AND TECHNOLOGY - COIMBATORE

This Memorandum of Understanding (hereinafter referred to as 'MOU') made on the 13th September, 2019 by and between:

1. **Eicher Motors Limited.**, 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)

AND

2. **Hindusthan College Of Engineering And Technology - Coimbatore**, an autonomous Institution incorporated in India and having its campus at Othakkalmandapam (post) Pollachi Main Road, Coimbatore-641032, India (hereinafter referred to as "**Institute**", 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-

- 1.1 WHEREAS, **ROYAL ENFIELD** is involved in the business of manufacturing, marketing and sales of motorcycles and its spare parts and intends to initiate certain job-oriented training and education programmes to equip the students, faculty members, industry personnel and other learners with adequate and updated technological know-how in the area of automobile engineering in order to meet the growing demand of skilled manpower in Indian automotive sector.
- 1.2 WHEREAS, **Institute** is a premier institute providing quality education to students with special impetus on providing easier access to higher education for the under-privileged, harmonizing technical excellence with human and religious values, providing employment-oriented courses in emerging areas of contemporary technology and service, 'Teacher Education' as a privileged area of interest to accelerate the pace, reach and quality of education, Impetus to research initiatives with practical and social relevance and contributing to the socio-economic development of India.
- 1.3 The Parties are interested in exploring the possibility of establishing an "Industry - Academia Ecosystem" in order to train manpower in relevant areas of Automobile, Mechanical and Electrical engineering applications which will add value to students and provide them with industry exposure.
- 1.4 Whilst **ROYAL ENFIELD** and **INSTITUTE** have acknowledged that this MOU is expected to result in an understanding concerning:
 - The sharing of relevant information with the aim of identifying needs and capabilities of both the Parties;

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For ROYAL ENFIELD
(A Unit of Eicher Motors Ltd.)

Shaji Koshy
Head - INDIA BUSINESS +.

(Initial of Authorised Signatory and Stamp of Institute)



- Maintaining in strict confidence the information shared between the Parties;
- Development of training course relevant to the industry;
- Provide necessary hardware, software and logistical infrastructure pertaining to development of a resourceful skill centre;
- Providing training on modern automobile, mechanical and electrical engineering instruments;
- Provide oral guidance and support to students on live projects conducted by their University which can involve field activity as well as office activities;
- Provide oral guidance and support to students on their projects related to Automobile, Mechanical & Electrical engineering in the field on a case to case basis.

2. Statement Of Understanding

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 Objective -

- The main objective of this collaboration/MOU is to familiarize young students and faculty members in the latest automobile technology by practically demonstrating to them the most scientific way of repair, maintenance and overhaul of motorcycles.
- Secondly, to educate ROYAL ENFIELD service personnel and service staff of Royal Enfield dealers ("Royal Enfield Personnels") about the existing and fast changing technology in the field of automobile and mechanical engineering.

3.2 Methodology -

- Accordingly, Royal Enfield has developed 'Royal Enfield Technician Certification Programme' (RETCP) as its proprietary for teaching and education programme in automobile engineering and technology, for fulfilling a combination of both theory and practice.
- INSTITUTE in furtherance of Royal Enfield's objective is desirous; particularly for training its students and faculty members ("INSTITUTE Members"), also students or faculty members from other engineering colleges/institutions and industry personnels; mechanics; dealers; students of diploma; vocational institutions; Industrial Training Institutes (ITI), etc. ("Other Personnels"), through implementation of RETCP at its INSTITUTE CAMPUS with the assistance of ROYAL ENFIELD.
- INSTITUTE is, therefore, willing to receive and ROYAL ENFIELD is willing to give free of cost relevant hardware/equipment, tech-ware, and courseware and software, if any, for implementation and running of RETCP, the details of which are provided under Annexure A.
- Both the Parties acknowledge that this training and education programme by Royal Enfield runs on "no loss no profit" basis.

3.3 Implementation of RETCP - Royal Enfield and INSTITUTE are jointly responsible for the implementation of RETCP in INSTITUTE in the following manner -

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- a. To implement RETCP, ROYAL ENFIELD and INSTITUTE shall jointly establish a technical training cell called ROYAL ENFIELD SERVICE TRAINING CELL ('RESTC') within the campus of INSTITUTE;
- b. RESTC -
 - The premise of RESTC should have the specifications of 2200 sq.ft and will be a full-fledged cell equipped for imparting both theory and practical training and consisting of appropriate hardware; required equipments; tech-ware; courseware and software.
 - For RESTC being operational, Royal Enfield shall facilitate by providing to INSTITUTE equipments to be placed and installed in RESTC and the details of these equipments have been annexed as Annexure A to this MOU.
- c. The RETCP training is a monthly programme (including both theory and practical training) to be taught at the RESTC jointly by both Royal Enfield and INSTITUTE. For imparting the training at RESTC one faculty member from INSTITUTE and one representative of Royal Enfield ('Trainers'), shall be available there full time to educate students, faculties and Other Personnel.
- d. During the Term of this MOU, the Trainers at RESTC shall for the RETCP training, run one batch of eight (8) days every month for educating and training the students and Other Personnel on RETCP.
- e. **Certification** - Thereafter, the RETCP also provides for evaluation of the trained personnel.
 - Upon having completed the eight (8) days training, the Trainers shall evaluate/assess the trained personnel on both theoretical and practical front. Accordingly, all the students and Other Personnel who score 80% or more in the examination conducted shall become eligible for certification.
 - The certificate will be endowed to the trained personnel jointly by ROYAL ENFIELD and INSTITUTE certifying successful completion of RETCP.

3.4 **Access to RESTC premise - INSTITUTE shall during the Term of this MOU grant ROYAL ENFIELD complete 24*7 access -**

- a. To the RESTC premises and the training set-up for training and using purpose and
- b. To all its facilities for training of Royal Enfield Personnel.

3.5 **Other Requisites -**

- a. As and when possible, INSTITUTE and ROYAL ENFIELD may jointly organize workshops/seminars/conventions and other academic programmes on subjects of contemporary interest in the field of automobile engineering and technology.
- b. INSTITUTE will be responsible for the enrollment of the INSTITUTE students for RETCP.
- c. All enrollments of the INSTITUTE students under RETCP should follow the admission procedure of INSTITUTE.
- d. INSTITUTE has the right to take nominal fees from their students and Other Personnel for enrollment into RETCP training. However, ROYAL ENFIELD's

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- service personnel and service staff of its dealers, who are getting enrolled in training under RETCP are exempted from any such enrollment fees.
- e. INSTITUTE to provide the students and Other Personnel the opportunity to participate in the classroom activity for project specific tasks.
 - f. Royal Enfield allows INSTITUTE to organize chargeable summer and winter trainings at RETCP for students from any Institute including students of INSTITUTE wherein the entire revenue collected would go to INSTITUTE.

3.6 **Obligations of INSTITUTE-** INSTITUTE agrees to the following broad scope -

- a. INSTITUTE 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 University's core curriculum.
- b. INSTITUTE shall provide ROYAL ENFIELD, without charging any fee/rent, space of about 2200 sq ft. within the campus of INSTITUTE, for running RETCP and any other programme conducted in association with ROYAL ENFIELD, under this MOU.
- c. INSTITUTE shall be responsible for handing over of the building and infrastructure for the set up of RESTC/RETCP, along with all expenses for running the RESTC at the Institute campus. However, ROYAL ENFIELD shall be responsible for housekeeping expenses at RESTC.
- d. INSTITUTE acknowledges that all statutory liabilities in relation with RESTC shall also be borne by INSTITUTE during the Term of this MOU.
- e. **Train-the-Trainer** -INSTITUTE shall as per availability depute at least two faculty members and four other staff like mechanics/technicians for a period as specified by ROYAL ENFIELD to undergo the "Train-the-Trainer" (TTT) program from ROYAL ENFIELD.
 - All the INSTITUTE trainers upon having successfully undertaken TTT program shall be certified as RETCP Trainers.
 - Accordingly INSTITUTE shall ensure that these aforesaid certified trainers, 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.

4. **Warranties and Liability**

- 4.1 ROYAL ENFIELD does not make any express or implied warranties to INSTITUTE with respect to the ROYAL ENFIELD products, any copies thereof, any services provided hereunder or otherwise regarding this MOU, 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 INSTITUTE 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 INSTITUTE for any special, indirect, incidental

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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 INSTITUTE agrees to prominently display the plaque at the RESTC cell. INSTITUTE understands that the plaque and the package certificate shall remain as the property of Royal Enfield. If Royal Enfield or INSTITUTE 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 INSTITUTE shall promptly return the plaque certificate and the package certificate to Royal Enfield.
- 4.5 INSTITUTE 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 RESTC cell. However, during the Term of this MOU may use photograph or video of the plaque and the package certificate for the purpose of displaying it in print or electronic media in the INSTITUTE premises.
- 4.6 INSTITUTE 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 INSTITUTE 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 INSTITUTE 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. INSTITUTE fully understands that ROYAL ENFIELD at its discretion could recognize any other institution with or without INSTITUTE for the implementation of RETCP.
- 4.8 INSTITUTE recognizes the right of ROYAL ENFIELD to make regular, frequent and informal inspection to INSTITUTE 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.

5. Term, Renewals and Termination-

- 5.1 This MOU shall be valid for a period of 10 (ten) years from the date of execution of the MOU (herein after referred to as 'Term') and may be renewed with the mutual consent of both the Parties, for similar Term.
- 5.2 This MOU can be terminated on the happening of following events:
- MOU shall terminate at the end of the Term, unless extended with the mutual consent of the Parties.
 - MOU can be terminated with mutual consent of both parties;
 - MOU can be terminated in case either party commits a material breach of its obligations under the MOU;

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(A Unit of Eicher Motors Ltd.)

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- d. MOU can be terminated by either Party without cause subject to providing three (3) months written notice to the other party or
- e. MOU can be terminated by the either party in case the other party suffers bankruptcy or liquidation during the Term of the MOU.

5.3 Effects of Termination - In the event of termination of this MOU (irrespective of the reason for such termination) the following shall apply -

- 5.3.1 INSTITUTE shall immediately stop running RETCP and return all the content (including New Information) in relation to the RETCP to Royal Enfield.
- 5.3.2 Royal Enfield shall have the right to take all the equipments back from INSTITUTE and INSTITUTE shall have no claim or litigation over the same.
- 5.3.3 INSTITUTE shall not upon such termination or thereafter provide to any beneficiary, students, Other Personnels or third party or to the public at large, the impression that Royal Enfield is still continuing with the RETCP or allow such impression to be created.

6. Intellectual Property

- 6.1 INSTITUTE acknowledges that RETCP and all content in its relation is the Property of Royal Enfield.
- 6.2 In this Condition, "New Information" means all Information generated in the course of or arising during the performance of this MOU.
- 6.3 Royal Enfield shall exclusively own the New Information and all Intellectual Property Rights in it.
- 6.4 Any intellectual property belonging to Royal Enfield, on or before the date of this MOU, shall continue to vest in Royal Enfield.
- 6.5 This clause survives the termination of this MOU.

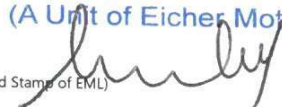
7. Confidentiality

- 7.1 INSTITUTE agrees and undertakes that it shall treat and keep all Confidential Information belonging to Royal Enfield as confidential, whether or not so labeled or identified, and shall not make unauthorized copies or disclose the same or any part thereof to (i) the Personnel except on a "need to know" basis; or (ii) any third party without the prior written consent of EML. Service Provider shall limit the use and circulation of all of EML's Confidential Information to the extent necessary to perform its obligations under this MOU.
- 7.2 Upon termination or expiration of this MOU, all of Royal Enfield's Confidential Information in recorded form, whether written, electronic or in any other form or media, shall be immediately returned by INSTITUTE to Royal Enfield.
- 7.3 In the event that the INSTITUTE is required or requested by any court or any government authority to disclose any Royal Enfield's Confidential Information, INSTITUTE will, in accordance with applicable law, prior to such disclosure, notify Royal Enfield in writing.
- 7.4 INSTITUTE hereby acknowledges that it shall not acquire any rights in respect of Royal Enfield's Confidential Information and that all such rights shall remain vested in Royal Enfield.
- 7.5 INSTITUTE further acknowledges that a breach of this Clause may cause irreparable harm to Royal Enfield, for which monetary damages would be inadequate; therefore,

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Royal Enfield shall have the right to seek injunctive relief for such breach along with the right to terminate this MOU.

7.6 The restrictions provided for in this Clause apply during the Term of this MOU and shall continue to apply post expiry/termination of this MOU but shall cease to apply to information or knowledge which may come into the public domain otherwise than through INSTITUTE's breach of this MOU.

7.7 This Clause shall survive the termination or expiry of this MOU.

8. Indemnity

8.1 INSTITUTE covenants that it shall indemnify and keep Royal Enfield indemnified against any claims, demand, costs, charges, expenses, losses, damages etc. that may arise on account of any contravention/ breach/ non-compliance of INSTITUTE's obligation relating to Confidentiality, and/or infringement of intellectual property or breach of any of the terms of this MOU by INSTITUTE.

8.2 Further, INSTITUTE accepts all responsibility of INSTITUTE's faculty imparting RECTP training. Royal Enfield will not be responsible for any claims in case of injury or death of the INSTITUTE faculty during the performances/imparting of the training, unless caused due to the gross negligence or wilful misconduct of Royal Enfield Personnel.

9. Force Majeure -

Either Party shall not be liable for complete or partial failure of performance hereunder if caused by force majeure events, for instance, due to an act of God, fire, flood, earthquake, explosion, war, whether declared or undeclared, strikes or lockouts or acts of government or any events beyond the control of such Party. Any suspension of performance by reason of this paragraph shall be limited to the period during which the force majeure event subsists. However, if such force majeure event continues for a period of five (5) days or more, either Party may terminate this MOU; and the Parties shall, from the date of such termination, stand absolved of all their respective obligations or liabilities to perform the terms of this MOU.

10. Miscellaneous -

10.1. Notices - Any written notice under this MOU shall be delivered by hand or post to a Party's address as set out above and shall be deemed to be delivered upon receipt.

10.2. Amendment/Modification - The present MOU, including any Annexures, may be modified and/or amended at any time only in writing signed by duly authorised representative of both the Parties.

10.3. Relationship between the Parties -


- i. Both the 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 the employee INSTITUTE and vice versa.
- ii. Both the Parties acknowledge and agree that no object, entity or property belonging to one Party is construed to belong to the other or vice versa; and
- iii. Nothing contained herein shall be construed so as to create a partnership unless expressly agreed.

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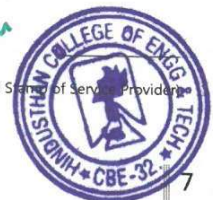


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- 10.4. Non-exclusivity - It is agreed that this MOU is on non-exclusive basis and the Parties are at the liberty to enter into similar MOU's with other Parties.
- 10.5. Governing Law and Jurisdiction - This MOU shall be governed in accordance with the laws of India and any/all dispute arising out of this MOU shall be resolved in the competent Courts of Delhi.
- 10.6. Entire Agreement- Unless specifically agreed otherwise in writing or provided elsewhere in this MOU, this MOU along with its annexures constitute the entire understanding between the Parties with respect to the subject matter hereof. This MOU supersedes all previous letters, correspondence, understanding or agreement exchanged or executed in this connection.
- 10.7. Whistle Blower Policy-Royal Enfield has adopted a Whistle Blower Policy that allows its vendors to report improper conduct by Royal Enfield's employees. For details, please refer to the policy at <http://www.eicher.in/code-of-conduct>.
- 10.8. 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.
- 10.9. Assignment; Sub-contracting: INSTITUTE shall not assign or sub-contract any of its right or obligation under the MOU without the prior written consent of Royal Enfield.

IN WITNESS WHEREOF the Parties hereto have duly caused these presents to be executed on the day, month and year first above written.


FOR AND ON BEHALF OF EICHER MOTORS LIMITED

Signature: _____
 Name: _____
 Title: Director
 For ROYAL ENFIELD
 (A Unit of Eicher Motors Ltd.)
 Shaji Koshy
 Head - INDIA BUSINESS



FOR AND BEHALF OF HINDUSTHAN COLLEGE OF ENGINEERING AND TECHNOLOGY - COIMBATORE

Signature: _____
 Name: Dr. S. Annadurai.
 Title: Advisor, Hindusthan college of engg. & Tech., Coimbatore.



WITNESS:

1. _____
 Ranganatharaj. Karre.

2. _____
 Dr. C. SABARINATHAN,
 Professor & Head,
 Department of Automobile Engg.,
 Hindusthan College of Engg. & Technology,
 Coimbatore - 641 032.

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