



हरियाणा HARYANA

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This Memorandum of Understanding ("MOU") is made and executed at New Delhi, dated, _____, 2016.

By and between

Maruti Suzuki India Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Plot No. 1, Nelson Mandela Road, Vasant Kunj, New Delhi 110070 and its plant at Gurgaon and Manesar, Haryana, India, (herein after referred to as "MSIL") which expression shall unless repugnant to the context or meaning thereof be deemed to include its legal representatives, affiliates, successors, administrators and permitted assigns

AND

Malaviya National Institute of Technology Jaipur an educational institute having its office at Jawahar Lal Nehru Marg, Jaipur – 302017 Rajasthan, India, herein after referred to as "MNITJ" which expression shall unless repugnant to the context or meaning thereof be deemed to include its legal representatives, Affiliates, successors, administrators and permitted assigns MSIL and MNITJ shall be herein after referred to individually as a "Party", and collectively as the "Parties".

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Background

- A. MSIL is a leading automobile manufacturer in India, engaged in the business of manufacture and supply of cars
- B. MNITJ is a public educational institution fully funded by Ministry of Human Resource and Development, conducting undergraduate, postgraduate, and doctoral programs. Besides it also is involved in training of professionals and in their up gradation of knowledge, through various staff developmental programmes.
- C. The Parties mutually wish to explore potential opportunities contemplating cooperation for academic programs centring knowledge transfer activities in automobile technology. ("**Proposed Collaboration**") and have determined to put this MOU in place to set out the basis on which they intend to do so.
- D. Except where expressly stated to the contrary, this document is intended to provide a framework for the Parties to jointly explore the Proposed Collaboration and the establishment of a working relationship which may lead to the conduct of one or more collaborative activities for imparting education, training and promoting stainless steel.
- E. The Parties have engaged in discussions for mutual cooperation and wish to hereby set forth their basic understanding and intents therefore in this MOU

NOW THEREFORE, in consideration of the forgoing premises and of the mutual covenant contained herein, the Parties hereto, one with the other, do hereby agree as follows

1. Commencement and duration

This MOU shall take effect from the date of its execution by the last of either of the Parties and will continue for a period of 5 years from that date ("**term**"), unless terminated earlier as provided herein or renewed in writing for a further term as agreed in writing by the Parties. The Parties may mutually agree in writing to extend/renew this MOU for further term(s).

2. Proposed areas of co-operation

- i) Provide Student Training: Invite students from MNIT Jaipur for the Internship purely on merit basis for Industrial exposure.
- ii) Campus Connect: Provide Specialized lecture from the Industry experience for the benefit of the students.
- iii) Facilitate building of Automobile service centre workshop for training MNIT Jaipur students: Same facility can be used by MSIL for 10+2 student development under MSIL VTP program during off hours.
- iv) Joint Project can be initiated with Professor & MSIL experts in new technology, R&D & supply chain process areas.
- v) Invite professors/experts from MNIT Jaipur for sharing knowledge and present their research papers for the benefit of MSIL employees.

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3. Activities and projects

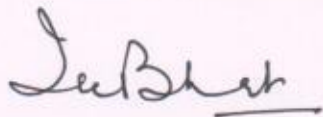
Any collaborative activities or projects envisaged into between the Parties will be subject to further written agreement detailing the rights, responsibilities and obligations of the Parties and the terms and conditions relating to the Proposed Collaboration/ research activity or project.

4. Consultation

- (a) Each Party will nominate a person (Representative) in relation to the performance of the collaborative activities as agreed in this MOU.
- (b) The Representative(s) will meet at least once every quarter of calendar year or as otherwise agreed between the Parties for discussing the progress of Proposed Collaboration and future activities. The location of a meeting will be decided at each prior meeting and each Party will pay its own costs of attending meetings.
- (c) A Party may replace or reappoint its Representative from time to time by notice in writing to the other Party. However, such act of replacement or reappointment shall not absolve the departing Representative so replaced or re-appointed from the confidentiality and other obligations contained herein.

5. Confidentiality

- (a) It is anticipated that Confidential Information (as defined at 5 (e) below) may be exchanged between the Parties in connection with this MOU and for the purposes of the Proposed Collaboration.
- (b) Each Party (receiving Party) agrees to keep and maintain the confidentiality of the Confidential Information of the other Party (disclosing Party) at all times, so disclosed or acquired in any form, during the course of discussions and execution and performance of this MOU and/or the Proposed Collaboration. The receiving Party shall not or cause without the prior written consent of disclosing Party, copy or share, disclose or divulge Confidential Information to any other person or use Confidential Information other than for carrying out the purposes of this MOU or Proposed Collaboration.
- (c) A Party will not be in breach of clause 5(b) where Confidential Information is required by law or regulation to be disclosed to an appropriate authority, provided however that the Party so required prior to such disclosure promptly notifies the disclosing Party to whom the Confidential Information belongs, to allow disclosing Party, to approach and assert whatever remedies, exclusions or exemptions may be available to it under such law or regulation or applicable laws.
- (d) Each Party must ensure that its Representative (former/existing), employees, officers, directors, partners, management, advisors, representatives agents or students ("Authorized Recipient") given access to Confidential Information to the extent of need to know basis for the purposes of performance under the MOU agree in writing to be bound by and comply with the confidentiality obligations set out in this MOU. The receiving Party undertakes to bind the Authorized Recipient to all the confidentiality obligations contained herein by way of similar confidentiality agreements and obtains similar undertakings from such



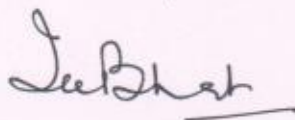


Authorized Recipient prior to such disclosure and shall keep the disclosing Party fully indemnified in case there is any breach in this regard.

- (e) **Confidential Information** means any and/or all information, material, data of a Party so disclosing that is
- (i) By its nature confidential; or,
 - (ii) Designated by a Party as confidential; or
 - (iii) The receiving Party knows or ought to know is confidential, or
 - (iv) Any Information, data and materials including not limited to strategy, tactics and methods of promotion, technical know-how, design, processes, business plans, customer details, market share, product knowledge, metallurgy, chemical, policies, business and marketing strategies, intellectual property, commercial/financial information, proprietary information, documentation exchanged or disclosed for the purposes of the MOU, but does not include information which is in, or enters the public domain other than by breach of the MOU and/or confidentiality obligations contained herein by the receiving Party.
- (f) Upon the expiry/termination of the MOU, as the case may be, the receiving Party must return to the disclosing Party or destroy all documents and electronic/digital records containing any Confidential Information and any copies thereof and accordingly ensure for the Authorized Recipient.
- (g) The receiving Party shall deliver to the disclosing Party a written statement certifying the compliance of the sub-clause (f) above, within 10 (ten) business days upon request being made by the disclosing Party.

6. Intellectual Property

- a) Each Party shall continue to be the owner of their respective intellectual property rights including but not limited to trade secret, trade name, Confidential Information, copyrights, trademarks, patents, design marks and other intellectual property rights etc. ("Intellectual Property") of the respective Parties (in whole or in part) that are registered, or pending under application for registration or in consideration (even after the expiry or termination of this MOU).
- b) Nothing in this MOU affects a Party's ownership of any Intellectual Property rights that may be made available to the other Party in connection with this MOU.
- c) Neither Party may use the other Party's Intellectual Property rights for any purpose without the expressed prior written consent of the other Party.
- d) Neither Party shall acquire any right or license whatsoever whether to use or otherwise, title or interest in the Intellectual Property belonging to the other Party because of this MOU.
- e) Neither Party shall at any time do or cause to be done or suffer to be done any act or thing which might in any way impair or adversely affect the Intellectual Property of the other Party or any other party.







7. **Ending the Proposed Collaboration/MOU**
Either Party, by serving upon the other Party, a prior notice in writing of 30 (thirty) days may terminate this MOU without the need to provide reasons hereof.

8. **Principal to Principal MOU**
This MOU is entered into between the Parties on principal to principal basis. Nothing in this MOU shall constitute or be deemed to constitute a partnership, joint venture, employment or agency relationship between the Parties.

9. **Variation**
This MOU may only be mutually varied/modified in writing signed by authorized signatories of both Parties.

10. **Dispute Resolution:**
If any dispute or difference of any kind whatsoever arises by and between the Parties hereto or in connection with the terms of and stipulated conditions of the "MoU" including any question regarding its existence, validity or termination, the Parties hereto shall seek to resolve any such dispute or difference by mutual consultation in the first instance.

Subsequently, if the Parties hereto fail to resolve such dispute or difference by mutual consultation, then either Party may give to the other Party formal notice in writing that the dispute of difference exists, specifying its nature, the point(s) in issue and its intention to invoke and refer the dispute to Arbitration.

If the Parties hereto further fails to resolve such disputes or differences by further consultation within a period of thirty (30) days from the date upon which such notice of dispute has been given, the disputes or differences shall be referred to and finally settled by Arbitration.

It is agreed by and between the Parties hereto that in such event the Arbitration shall be conducted in accordance with the Indian Arbitration and Conciliation Act, 1996. The venue of the Arbitration shall be at New Delhi and the language of Arbitration proceeding shall be in English.

That it is agreed between the Parties hereto that in the event of Arbitration, both the parties shall make best efforts for appointing a Sole Arbitrator upon mutual consensus. If the Parties hereto fail to reach mutual consensus then the aggrieved Party is at liberty to approach the court of competent jurisdiction at New Delhi for appointment of Arbitrator, and such appointment of Arbitrator shall be accepted by both the parties. The award of the Sole Arbitrator shall be final and binding on the Parties hereto.

11. Governing law and jurisdiction

This MOU will be governed in accordance with the laws of the Union of India and the courts at New Delhi shall have exclusive jurisdiction to hear and determine any question, issue, dispute or claim between the Parties arising out of this MOU.

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12. Force Majeure:

Any failure or delay of a Party hereto to perform any obligation under this "MoU" solely by reason of acts of God, Government acts, riots, wars, strikes, lockouts or other causes beyond its control (a "Force Majeure Event") shall not be deemed to be a breach of this "MoU"; provided, however, that the Party so prevented from complying shall continue to take all actions within its power to comply as fully as possible with the provisions of this "MoU". Performance of this "MoU" shall resume as soon as practicable after such Force Majeure Event has come to an end or has ceased to exist.

Except where the nature of the Force Majeure Event shall prevent it from doing so, the Party prevented from performing its obligations due to such Force Majeure Event ("Affected Party") shall notify the other Party in writing within seven (7) days or earlier, if reasonable, after the occurrence of such Force Majeure Event of its occurrence and estimated duration. The Affected Party shall in every instance, to the extent it is capable of doing so, use its best efforts to remove or remedy the cause of such Force Majeure Event with all reasonable dispatch. Upon cessation of a Force Majeure Event, the Affected Party shall give prompt notice in writing to the other Party of such cessation.

13. Notices

Any notice to be served pursuant to this MOU is to be sent by registered post at the address of the Parties as above mentioned or to such changed address as the Party notifies in writing to the other. Parties also agree to communicate through electronic means (e-mails).

14. Termination

Notwithstanding the foregoing, this "MoU" may be terminated forthwith by any Party upon the sending of notice in writing upon the occurrence of one or more of the following events:

- i) If the other Party shall commit a breach of any of its obligations under this "MoU", and shall fail to remedy within 15 days from the date written notice is sent to such Party requiring that such breach be remedied;
- ii) If the other Party shall become incapable for a period of three (3) months of performing any of its obligations under this "MoU" because of any unforeseen event;
- iii) If the other Party becomes insolvent or incapable of performing its duties under this "MoU".

15. Indemnity

Either Party ("indemnifying Party") shall indemnify, defend and hold harmless the other Party, its Authorized Recipient, key personnel ("indemnified Party"), from and against any and all claims, losses, damages and liability (criminal or civil) including lawyer's fees which may be incurred or suffered due to the negligence, fraud, misrepresentations, breach of this MOU or intellectual property, by indemnifying Party or its Authorized Recipient.

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16. Assignment

Neither Party shall be entitled to assign or transfer, all or any of its rights and/or obligations under this MOU to any third party/person.

17. Waiver

The Parties acknowledge and agree to expedite the matter at an earliest and that no failure or delay by the other Party in exercising any rights or obligations contained herein shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any other rights or obligations herein.

18. Severability

Whenever possible, each provision of this MOU shall be interpreted in such manner as to be effective and valid under applicable law at any stages, but if any provision of this MOU is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in the jurisdiction, then such invalidity, illegality or un-enforceability shall not affect or impair any other provisions of the MOU or their validity, legality and enforceability.

19. Entire Understanding

This MOU represents the entire understanding between the Parties and it supersedes and cancels all previous communications, negotiations, MOUs or commitments (whether written or oral) with respect to the subject matter hereof.

Signed for and on behalf of Maruti Suzuki India Limited (MSIL) by its duly authorised officer in the presence of:

Signature of witness

Name of witness (block letters)

Signature

Name of authorised person (block letters)

Office held



Signed for and on behalf of Malaviya National Institute of Technology Jaipur by its duly authorised officer in the presence of:

Signature of witness

Signature

Handwritten signature and typed name (I. K. BHAT)

Handwritten signature of witness

DR. ASHOK K SOLANKI
Name of witness (block letters)

Name of authorised person (block letters)

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