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AS 258586

14/12/2019

Hindusthan Educational
And Charitable Trust
Coimbatore

M. DORAI SWAMY
"STAMP VENDOR"
10-A, STATE BANK ROAD,
COIMBATORE - 641 018.
L.No: 7333/51/97/23-3

MOU

This Memorandum of Understanding (hereinafter referred to as 'MOU') is entered on this 16th day of December 2019 between:

VE Commercial Vehicles Limited a Company registered under the provisions of Companies Act, 1956, having its registered office at 3rd Floor, Select City Walk, A-3 District Centre, Saket, New Delhi -110 017 and having its plant and works at 102, Industrial Area No. 1, Pithampur, District- Dhar, Madhya Pradesh, hereinafter called as VECV, which expression shall, unless repugnant to the context or meaning hereof, be deemed to include its successors/ administrators and assigns of the First Part.

AND

Hindusthan Educational and Charitable Trust, Hindusthan Gardens, Behind Nava India, Coimbatore, Tamilnadu -641028 having its constituent Hindusthan Colleges-Engineering Campus at Hindusthan College of Engineering & Technology, Hindusthan Institute of Technology, Hindusthan Polytechnic College at Ottakalmandapam, Pollachi Road, Coimbatore, Tamilnadu -641032 India, herein after called as HECT, duly represented by **Mr.T.S.R.KHANNAIYANN**, Chairman which expression shall, unless repugnant to the context or meaning here of, be deemed to include its successors/administrators and assigns of the Second Part.

T.S.R. Khanaiyann
CHAIRMAN
Hindusthan Educational and
Charitable Trust
Coimbatore

VECV and HECT hereinafter individually referred as "Party" and collectively as "Parties"

Regional Competency Development Centre (RCDC) shall mean the premises address at Hindusthan College of Engineering & Technology, at Ottakalmandapam, Pollachi Road, Coimbatore, Tamilnadu.

WHEREAS:

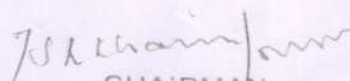
VECV is engaged in the business including but not limited to manufacturing, marketing and sales of Light, Medium and Heavy Commercial Vehicles and its spare parts and as a part of its competency development programme, intends to initiate certain technical training programme for dealer technicians to enhance competency level through updated technological know-how. Also enhance exposure of faculty and students of HECT in latest automobile technology as per pre-planned academic calendar. In this regard VECV desires to establish **Regional Competency Development Centre (RCDC)** for imparting training and by utilizing training aids, tools, practice vehicles and equipments as mentioned in "Annexure -I".

HECT is involved in high quality technical education and training since 1992, offers wide range of courses in various Engineering disciplines including Automobile & Mechanical, Arts & Science, Health Sciences, Architecture and Nursing. HECT is a premier educational trust, is one of the institutional partners selected by VECV for the implementation of its proprietary training and education program as herein mentioned subject to certain terms and conditions as covenanted in this MOU and given its consent for conducting the training program which will be implemented through its branch Hindusthan College of Engineering & Technology, Hindusthan Institute of Technology, Hindusthan Polytechnic College Coimbatore which is Approved by All India Council of technical Education (AICTE), Government of Tamilnadu and affiliated to Anna University, Directorate of Technical Education (DOTE) Accredited by National Assessment and Accreditation Council NAAC with 'A' Grade and National Board of Accreditation (NBA), New Delhi.

1. NOW, THEREFORE, IT IS UNDERSTOOD BETWEEN THE PARTIES THAT:-

- a. The main objective of this collaboration is to establish Regional Competency Development Centre (RCDC) to enhance competency level of VECV channel partners. Also to familiarize faculty members and young students of Hindusthan College of Engineering & Technology in latest Automobile Technology as per pre-defined academic calendar.
- b. HECT is desirous of utilizing the RCDC to train its students & faculty members at its campus at Hindusthan College of Engineering & Technology, Ottakalmandapam, Pollachi Road, Coimbatore, Tamilnadu -641032
- c. HECT is, therefore, willing to receive and VECV is willing to give free of cost the relevant hardware/equipments, tools, practice vehicles if any, to run RCDC, as mentioned in Annexure -I. However then it shall be the responsibility of the HECT to upgrade its infrastructure as specified by VECV for the purpose of effective implementation of RCDC.



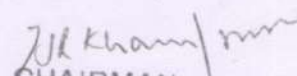

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- d. To implement RCDC, VECV and HECT shall jointly start a center called "HECT-Eicher Competency Development Centre" in the premises of Hindusthan College of Engineering & Technology.
- e. The trainer staff of Hindusthan College of Engineering & Technology. ('Instructor) shall impart the Technical Training to the students of HECT in the manner as prescribed by VECV, as per pre-defined academic calendar.
- f. VECV shall conduct regular follow up program for the Instructor to update the instructor on the developments in the field of the automobile technology.
- g. It is understood between the Parties that at the training shall never be considered as creating the employer and employee relationship between VECV and students. Relationship between the Parties is on Principal to Principal basis.

2. COVENANTS BY HECT:-

- a. To provide the infrastructure to establish a Regional Competency Development Centre (RCDC) to familiarize technicians of VECV dealers/customers in latest automobile technology and also practically demonstrate the most scientific way of repair, maintenance and overhaul of commercial vehicles.
- b. HECT will provide 11,600 Sq.ft built-up premises to accommodate 6000 Sq. ft. covered hall for workshop to conduct practical training, two fully equipped classrooms of 500 sq. ft. each (air conditioned), 500 Sq. ft. display room and a waiting room of area measuring up to 500 Sq.ft. with fan, 400 sq. ft. for library with fan, 500 sq. ft. for use as faculty office (air conditioned) , 500sq.ft for dining room and additional space for tool room, storeroom and separate washroom for students and faculty. To provide covered parking shed for trucks (4000 Sq.ft) with one inspection pit and other relevant infrastructure to effectively implement training programme as instructed by VECV.
- c. Grant permission to dealer personnel and customers every month to visit Eicher Regional Competency Development Centre for training as required by VECV for specific duration. They will strictly follow rules and regulations of HECT and in no way affect its academic ambience.
- d. HECT shall not make replication or copy or photocopy of the 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 RCDC branch. However HECT may use photograph or video of the plaque and the package certificate for the purpose of displaying it in print or electronic media and in HECT premises.
- e. HECT agrees to upgrade the facilities and resources in RCDC site as instructed by VECV as per schedule agreed and thereafter the said facilities and resources shall be maintained in good and proper condition. HECT to take care of all present and




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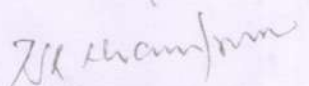
future costs relating to the infrastructure of the Regional Competency Development Center. HECT to take care of maintenance of the building, regular white wash & other building repairs, appliances repair and maintenance, electricity charges, security, any other taxes/fees related to building. VECV shall not be responsible with the regard to the maintenance of the RCDC premises.

- f. VECV may make annual inspection on the conditions of the facilities and resource in the month of **May** every year and if required may request HECT to carry out proper maintenance work by the month of **July** of the same year for the purpose of being considered for the implementation of the program for the next academic year beginning from August. If HECT fails to upgrade its facilities and resources or maintain the same then VECV shall not have any obligation to implement the RCDC in the next academic year.
- g. HECT shall not in any way or manner or fashion either directly or indirectly , reveal to any person or media or body or company or organization or to any competitor about any confidential detail of VECV that HECT may come to know by the virtue of this MOU or through the implementation of RCDC. Any violation of this clause may result in VECV terminating this MOU with immediate effect. The decision of VECV shall be final in this regard and there shall be no claim or litigation over VECV in this regard.

HECT agrees not to make any commercial use or take any commercial advantage of its selection by VECV for the implementation of the RCDC. HECT fully understand that VECV at its discretion could recognize any other institution also along with or without HECT for the implementation of RCDC.

- h. HECT recognize the right of VECV to make regular frequent and informed inspection to HECT at any point of time during the working hours to oversee the implementation of RCDC and take stock of the equipment and to suggest improvement in the implementation of RCDC.
- i. HECT agrees that all the 'training aid and tools ('Equipment' for reference hereinafter) given to HECT by VECV under this MOU shall remain the property of VECV and that HECT shall not take stock of this equipment into its books of accounts or consider the same as its assets for availing any tax or other advantage. VECV at any point of time during RCDC has the right to replace the equipment for any reason whatsoever. In the event of termination of this MOU, VECV has the right to take the entire Equipment back with it and HECT shall have no claim or litigation over the same.
- j. HECT shall not hold VECV responsible for any injury or death caused to any of the staff of HECT or instructor or student while undergoing training in the RCDC or while handling any of the equipment relating to RCDC.
- k. HECT shall in no way whatsoever use the name or trademark or logo of VECV in any of its advertisement or buildings or prospectus or application without the prior written consent of VECV.




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- l. HECT shall provide or give certificate or letter to the students with regard to having participated technical exposure of specific module.
- m. HECT shall take care of the training vehicles and responsible for its safety, security and shall ensure that the said vehicles is not operated by unauthorized persons and the vehicle is not used for illegal purpose.

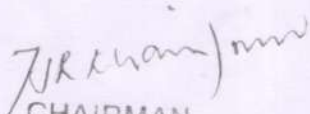
3. COVENANTS BY VECV:-

- a. VECV agrees to give proper equipment to HECT for the purpose of the implementation of RCDC Free of Cost, in per annexure I and under this MOU shall remain the property of VECV
- b. VECV will depute full-time basis, min. one of its experienced service managers, at the Centre situated at RCDC campus in HECT who will train VECV dealer/customers' technicians.
- c. VECV agrees to give training to the HECT instructor and shall keep HECT updated about the performance of the instructor in the training and also the performance of the instructor in the implementation of the training.
- d. Hindusthan campus will provide trainees with boarding & lodging as per actual trainee per day usage basis. Any expense relating to boarding & lodging will be exclusively paid by dealer technician @ Rs 600 inclusive of GST, directly to Hindusthan as per usage.
- e. As a part of train the trainer (TTT) program, VECV shall give training to two HECT faculty members and four HECT technicians/mechanics. However the cost of the transportation of the instructor from HECT to the venue of the training and back to HECT, if any and the costs of the boarding and/or lodging of the instructor during the period of training, if any, shall be borne by HECT.

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

- a. This MOU shall be valid for the period of **10 years** until the same is terminated by either of the party, by giving sixty days (60) written notice to the other party. It shall not be necessary to state the reasons of termination.




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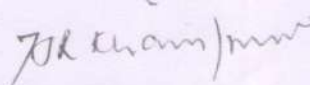
b. Nothing stated above in clause 4(a) shall be applicable in the following circumstances and the termination shall be with immediate effect and shall be no claim or litigation in this regard:-

- 1) If the authorization given by either party to implement RCDC program is withdrawn.
 - 2) For any specification violation of any terms or clause of the MOU by the Institution
 - 3) For any specific violation of any of the terms of clauses of the MOU by either party
 - 4) Order of any court of Law or appropriate authorities prohibiting the program like or similar to RCDC.
 - 5) Any legislation passed by the State.
 - 6) If any of the parties are declared a bankrupt or insolvent by the courts of Law.
- c. HECT shall defend, indemnify and hold VECV harmless from and against any claim, liability, demand, losses, damages caused to VECV due to negligence on the part of HECT or judgment or other obligation or right of action arising out of or in connection with, or which may arise as a result of :
- 1) Breach of this MOU by HECT;
 - 2) Misrepresentation by HECT to VECV;
 - 3) Any action or omission on the part of HECT or its directors, officers, employees and
 - 4) Any breach of confidentiality
- d. It shall be tried 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 'Arbitration and Conciliation Act 1996'. The venue for arbitration shall be New Delhi. The language of the arbitration shall be English.
- e. Only the courts in Indore shall have jurisdiction over any dispute.
- f. Both the parties shall nominate one person each respectively as the window person for day to day activities of the RCDC. In case of any issue if window person fail to enter into any amicable settlement or fail to resolve the issue, then the problem shall be escalated to VECV Head competence Development or Chairman or Director of HECT.

g. Anti-Corruption

Each Party agrees, with respect to any activities undertaken relating to this MOU, to comply with the provisions of all applicable Laws related to corruption in India viz. the Indian Penal Code, 1860, The Prevention of Corruption Act, 1988, The Benami Transactions (Prohibition) Act, 1988 and The Prevention of Money Laundering Act, 2002 and other relevant laws applicable globally in this regard (the "Legislation").

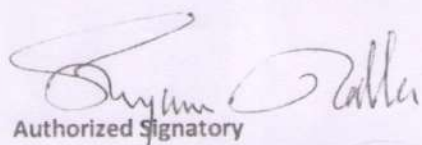
Each Party agrees to ensure that it and all of its Representatives who are engaged in implementing this MOU are knowledgeable regarding the purpose, provisions and principles of Legislation. Each Party further agrees to take appropriate steps to ensure that it and such Representatives, in the implementation of this MOU, will comply with the Legislation and will not take any action which would cause such Party to be in violation of the Legislation


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5. This MOU will be signed in two (2) originals of which the Parties shall keep one (1) copy each.

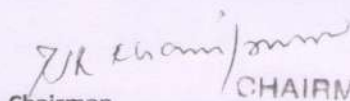
In witnesses; whereof both VECV and HECT have on this day mentioned above have entered into this Memorandum of Understanding.

For VE Commercial Vehicles Limited For Hindusthan Educational and Charitable Trust


Authorized Signatory
SHYAM MALLER
EXECUTIVE VICE PRESIDENT

Date:

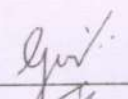
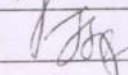
Place:


CHAIRMAN
Chairman Hindusthan Educational and
Charitable Trust
Coimbatore

Date: 16th Dec 2019

Place: COIMBATORE

Witness: 1. _____
2. _____

Witness 1.  (V. GOWRI)
2.  (Dr. S. Phaveen)