

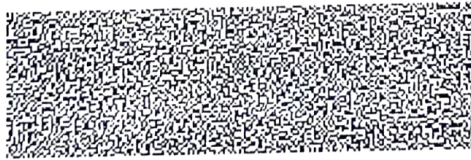



INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA00850799098801U
Certificate Issued Date : 11-Aug-2022 03:09 PM
Account Reference : NONACC (FI)/ kacardb08/ HALIYAL/ KA-KW
Unique Doc. Reference : SUBIN-KAKACARDB0817926962848572U
Purchased by : K L S V D I T UDYOGA VIDYA NAGAR HALIYAL
Description of Document : Article 12 Bond
Description : M O U AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : TOYOTA KIRLOSKAR MOTOR PVT BIDADI
Second Party : K L S V D I T UDYOGA VIDYA NAGAR HALIYAL
Stamp Duty Paid By : K L S V D I T UDYOGA VIDYA NAGAR HALIYAL
Stamp Duty Amount(Rs.) : 200
(Two Hundred only)




SUPERVISOR
P.C.A.R.D. BANK LTD.,
HALIYAL (U.K.) 581329

Please write or print below the line

AGREEMENT FOR ESTABLISHMENT OF TOYOTA EXCELLENCE CENTER

This Agreement for Establishment of Toyota Excellence Center (**Agreement**) is entered into on this fifth day of August, Two Thousand and Twenty Two (05.08.2022) ("**Execution Date**") and made effective from the twelfth day of August, Two





Thousand and Twenty Two (12.08.2022) ("Effective Date") at Bidadi Industrial Area, Ramanagara district, Karnataka, by and between:

TOYOTA KIRLOSKAR MOTOR PRIVATE LIMITED, a Company incorporated under The Companies Act, 1956, engaged in the business of manufacture and sale of automobiles, having its registered office at plot No.1, Bidadi Industrial Area, Ramanagar District, Pin: 562109, Karnataka, India, hereinafter referred to as "**TKM**" which term shall mean and include its Affiliates, Officers, Agents, Permitted Successors and Assigns, of the One Part.

AND

KLS Vishwanathrao Deshpande Institute of Technology, an affiliated institute, having its registered address at_ Udyoga Vidya Nagar, Dandeli Road Haliyal (U.K) , Karnataka - 581329 Phone: 08284 - 220861, hereinafter referred to as "**KLS VDIT**" which term shall mean and include its Affiliates, Officers, Agents, Permitted Successors and Assigns, of the Other Part.

TKM and KLS VDIT shall collectively be referred to as *The Parties*

I. WHEREAS

1. TKM is a subsidiary of Toyota Motor Corporation of Japan (with Kirloskar Group as a minority owner), a leading manufacturer of automobiles in India. As part of its Corporate Social Responsibility (CSR), it conducts various programs in the manufacturing and servicing of automobiles for educational institutions and their students.
2. KLS VDIT is a affiliated educational institute providing various under-graduation, post-graduation and certificate courses to interested students in the field of science and technology.



3. TKM herein wishes to establish a Toyota Excellence Centre in KLS VDIT for better exposure and growth of the students of KLS VDIT in the field of automobile industry by sharing the latest technology to the faculty and students.
4. TKM and KLS VDIT wish to record the terms of their engagement in this AGREEMENT as follows.

II. WHEREFORE THE PARTIES COVENANT AS FOLLOWS:

1. THE OBJECTIVE OF THE ESTABLISHMENT:

- i. TKM shall establish an Excellence Centre in KLS VDIT for the better exposure to interested students in KLS VDIT.
- ii. TKM shall further give exposure to the students regarding automobile industry by various programs/training schedule by them and also give access to video manuals.
- iii. TKM shall also provide access to the faculty members of KLS VDIT for know-how of the latest technology in the field of automobile.

2. GENERAL TERMS AND CONDITIONS

- i. As mentioned above TKM shall establish the Excellence Centre in KLS VDIT. However, the cost of the establishment shall be borne by KLS VDIT;
- ii. It is agreed between the parties that the transportation arrangements and costs involved in the structuring of the establishment shall also be arranged and funded by KLS VDIT;
- iii. TKM shall provide engine, transmission and chassis assembly at their end-life cycle for academic research and training at KLS VDIT as indicated in **Annexure-A**;
- iv. TKM shall schedule and arrange for training programs for students to understand the automobile technology to the fullest;


- v. TKM shall also shed light in the latest automobile technology of safety, environment, driver and passenger assistance system;
- vi. KLS VDIT shall nominate the candidates/students of KLS VDIT and further coordinate with the PDD Department at TKM for training and other programs;
- vii. TKM shall share video manuals pertaining to the latest technology in the automobile industry to the faculties and students of KLS VDIT;
- viii. All training content and training material provided by TKM shall be structured by TKM. TKM shall not be under any obligation to meet any requirements set forth by KLS VDIT with respect to the training content and material.
- ix. It is the responsibility of KLS VDIT to provide with the list of candidates and other details to TKM at-least 15 days in advance of the scheduled training.

3. VALIDITY AND TERMINATION

- i. This AGREEMENT shall be effective as of the Effective Date afore mentioned and shall for perennial unless terminated by the mutual agreement
- ii. This AGREEMENT may be terminated by the mutual agreement, in writing, if both the Parties, on terms decided mutually by both the Parties; at any time before the commencement of the Project/work;
- iii. This AGREEMENT herein may be terminated by either party in the event of a breach of any of the terms set out herein, by giving 30 days' notice;
- iv. If either of the parties wishes to stop operations of the establishment, the party wishing to stop the operations shall issue a notice 30 days' in advance in writing with the reasons for the same.

4. NOTICE

All notices or other communication under or in connection with this AGREEMENT be given in writing by registered AD or Speed Post or by telex or by facsimile at the following address (unless otherwise communicated):



accordance with the procedure set out in the Arbitration Act. The venue of the arbitration shall be Bangalore. The language of the arbitration shall be English.

7. MODIFICATION OF AGREEMENT

Any amendment or modification of this AGREEMENT or additional obligations assumed by any Party in connection with this AGREEMENT will only be binding if evidenced in writing and signed by each Party or an authorized representative of each Party.

8. TITLES/HEADINGS

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this AGREEMENT.

9. GOVERNING LAW

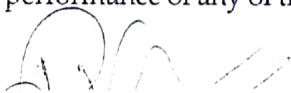
This AGREEMENT shall be governed by, and construed in accordance with the laws of India. Subject to the provisions of clause 6 (*Dispute Resolution*) above. The courts at Bangalore shall have exclusive jurisdiction in relation to all matters arising out of this AGREEMENT.

10. SEVERABILITY

In the event that any of the provisions of this AGREEMENT are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this AGREEMENT.

11. FORCE MAJEURE

Notwithstanding anything herein contained, parties shall not be responsible for any breach or non-performance or delay in performance of any of the terms and conditions



If to TKM at:

Plot No.I, Bidadi Industrial Area,
P.O.Bidadi, PIN :562 109, Ramanagar District
State of Karnataka,

1. Attention: Mr. S. Prashanth – Deputy Manager EA State.
Telephone No.: 080-66292261
Fax No.: 080-27287077/78/79

If to KLS VDIT at:

Udyoga Vidya Nagar,
Dandeli Road Haliyal (U.K) ,
Karnataka - 581329 Phone: 08284 – 220861

5. INDEMNITY

KLS VDIT shall indemnify and hold TKM harmless from and against any claim including but not limited to loss, damage, claim, costs or expenses, raised by any Third Party arising out of or in connection with this AGREEMENT.

6. DISPUTE RESOLUTION

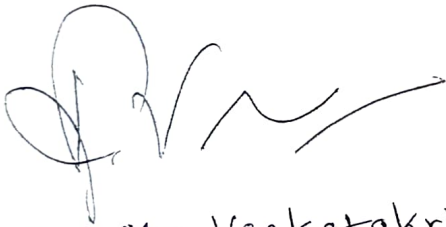
- i. If any dispute, controversy or claim between the Parties arises out of or in connection with this AGREEMENT, including the breach, termination or invalidity thereof, the Parties shall use all reasonable endeavours to negotiate, with a view to resolving the Dispute amicably. If a Party gives the other Party notice that a Dispute has arisen and the Parties are unable to resolve the Dispute amicably within 15 (fifteen) days of service of the Dispute Notice (or such longer period as the Parties may mutually agree), then the Dispute shall be referred to arbitration in accordance with law.
- ii. Any Dispute shall be finally settled by arbitration in terms of the Arbitration and Conciliation Act, 1996 of India by a sole arbitrator, who shall be appointed with the mutual consent of both the Parties. In case the Parties are unable to agree as to the appointment of the sole arbitrator, the arbitrator shall be appointed in

of this Agreement if such breach or non-performance or delay in performance is occasioned by causes amounting to force majeure including but not limited to acts of God, strike, lock-out, fire, breakdown of machinery, war, destruction of plant, act or regulation of Government, natural or other calamity or any other cause beyond the reasonable control of the Parties resulting in the closure of business operations of Parties. In such an eventuality parties shall be at liberty to terminate this Agreement by giving 30 days written notice of the same to the other party.


IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT in duplicate through their authorized representatives, and have one copy each

For

TOYOTA KIRLOSKAR MOTOR PVT. LTD.



Name: Mr. Venkatakrisnan.
Designation: Vice President, E&A State
CSR, PR & B&A.
Toyota Kirloskar Motors
Witnesses:

1 
[Prashant S.]

2

For

**KLS VISHWANATHRAO DESHPANDE
INSTITUTE OF TECHNOLOGY**

CHAIRMAN
Governing Council
KLS VIST, HATIAL

Name: Dr. V. D. Kulkarni

Designation: ~~Principal~~
Principal
KLS Vishwanathrao Deshpande
Institute of Technology, Hatial


Rajat Acharya