



**Karnatak Law Society's**  
Vishwanath Rao Deshpande Institute of Technology  
Udyog Vidya Nagar, Dandeli Road, Haliya – 581329  
UttaraKannada District, Karnataka, India

02<sup>nd</sup> December 2020

Dear Sir,

**SUB: 1<sup>st</sup> Renewal OF 'MOU' dated 29<sup>th</sup> January 2019**  
**REF: Memorandum of Understanding ('MoU') dated 29<sup>th</sup> January 2019**

This has reference to the MoU dated 29<sup>th</sup> January 2019 mentioned above entered into between Volvo Group India Private Limited, Bengaluru and Karnatak Law Society's, Vishwanath Rao Deshpande Institute of Technology (Hereinafter referred as 'KLS VEDIT'), Haliyal for partnering and holding over the driveline model ('Cut Section') for onsite machine educational model training to demonstrate academicians, students and knowledge learners and to build strong connect towards university relations.

We are pleased to inform you that the aforesaid MoU is renewed for a further period of **One Year** with effect from **01<sup>st</sup> February 2021** and will last till **31<sup>st</sup> January 2022**, on the same terms and conditions mentioned in the original agreement.



Kindly acknowledge and send us the original copy of this letter duly signed.

Thanking you,

Yours faithfully

For 'Volvo Group India Private Limited'

For "KLS VEDIT"

	
Laxminarayan Hegde Head Legal & Company Secretary	Principal KLS Vishwanath Rao Deshpande Institute of Technology, Haliyal

Volvo Group India Private Limited  
#6S/2, Bagmane Tech Park, Block - A, 5th Floor  
Parin Building, C.V. Raman Nagar, Bengaluru - 560 093  
Telephone: +91 80 6691 2000  
Telefax: +91 80 6691 2100  
CIN Number is: U50101KA1996PTC024176  
Registered Office : Yalachahally, Tavarekere Post, Hosakote, Bengaluru - 562 122, Karnataka, India, [www.volvogroup.in](http://www.volvogroup.in)

**VOLVO**



**MEMORANDUM OF UNDERSTANDING**

**VOLVO GROUP INDIA PRIVATE LIMITED**

**AND**

**KARNATAK LAW SOCIETY'S, VISHWANATHRAO  
DESHPANDE INSTITUTE OF TECHNOLOGY**

**HANDING OVER OF 'DRIVELINE MODEL'**

**TO**

**KARNATAK LAW SOCIETY'S, VISHWANATHRAO DESHPANDE  
INSTITUTE OF TECHNOLOGY**

**ON**

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**(Sign above)**

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2	List of Assets including tools, specifications, cut-section model and other connected assets etc.





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## MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding is made at Bengaluru on this 29<sup>th</sup> day of January 2019, by and between:

**Volvo Group India Private Limited (Formerly known as Volvo India Private Limited)**, a Company registered under the Companies Act, 1956, registration bearing number CIN:U50101KA1996PTC024176 and having its Registered Office at Yalachahally Village, Tavarekere Post, Hosakote Taluk, Bengaluru District- 562122, Karnataka, India, (hereinafter referred to as 'VGIPL'), which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and permitted assigns) represented by its authorized signatories of the ONE PART.

And

**Karnatak Law Society's, Vishwanathrao Deshpande Institute of Technology**, a premier educational institution registered office situated at Udyog Vidya Nagar, Dandeli Road, Haliyal – 581 329, UttaraKannada district, Karnataka, India, Haliyal, (hereinafter referred to as the 'KLS VDIT'), which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and permitted assigns) represented herein by its authorized signatory of the SECOND PART.

### RECITALS:

Whereas, the VGIPL is engaged in trade and business of manufacturing commercial vehicles having its factories in Hosakote, Bengaluru and also offices/workshops at various regional offices based all over India which includes design, manufacturing, sales, marketing and distribution of heavy commercial vehicles, construction and road machinery equipment, has its factories situated at Hosakote and Peenya, Bengaluru.

Whereas, the KLS VDIT is a premier education institution based at Haliyal, Karnataka and has widest choice of engineering branches having 05 Under Graduate courses & 02 Post Graduate courses. In addition, it has 05 Research Centres in different branches of engineering and science catering to research scholars for obtaining doctorate programmes duly approved by the educational boards.

Whereas, the VGIPL vision is to "build employer branding by Striving for excellence through continuous skill and competence development – imparting seamless, sustainable effective

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training and delivering measurable values to upgrade human resources and to strengthen University relations where we operate”.

Whereas, the **KLS VEDIT** vision is to “To grow beyond leaps and bounds as an institute of par excellence in the arena of technical education developing human resources of high caliber with sound character”.

The VGIPL has partnered with the **KLS VEDIT** to deliver and to provide “*Final Engine and gear box assembly of Volvo Group Truck*, (hereinafter referred as “**Cut-Section model**” for this particular MOU)” with clear guidelines and specifications for onsite machine educational model training to demonstrate the way, the assembly works using a drive source to college students and academicians and to build strong connect towards university relations.

## **CHAPTER 1: DEFINITIONS**

**DEFINITIONS:** Under this MOU, the following terms shall mean the following as outlined below:

“**Affiliate**” means any legal entity directly or indirectly owned or controlled by or owning or controlling or under the same ownership or control as any of the Parties or associate or joint venture company.

“**MOU**” shall mean this Memorandum of Understanding including its schedules, annexures, appendices, attachments, as amended, modified or supplemented, in terms hereof.

“**Confidential Information**” shall mean any and all confidential or proprietary information and materials, belonging to any Party or its Affiliates who may have provided such information to the other Party(ies) or such receiving Party’s partners, members, managers, Representatives, attorneys, accountants, advisors, consultants, agents or Affiliates with expectations of confidentiality to the extent the receiving Party(ies) know and includes without limitation and regardless of whether such information or materials are expressly identified as confidential or proprietary, whether written, oral, in electronic or other tangible or intangible form, stored in any medium, whatsoever, including without limitation, inventions, system designs, processes, together with any evaluations, ideas, analyses, reports, notes, compilations, interpretations, or other documents or technical, business or financial data or information of any kind, including the Proprietary Technical Information, Intellectual Property, computer programs, software, databases, methods, business processes, formulae, technological data, technological prototypes, processes, discoveries, machines, inventions and similar items, or any valuable information and material that are customarily treated as confidential or proprietary, whether or not specifically identified as confidential or proprietary, or containing all or any part of, or derived from, any of the foregoing, that has been or may hereafter be furnished by any Party to any other Party or such receiving Party’s partners, members, managers, Representatives, attorneys, accountants, advisors, consultants, agents or Affiliates;

“**Intellectual Property**” shall mean intellectual property rights (hereinafter referred as IPR for this MOU), including but not limited to patents, inventions (whether patentable or not), trademarks, and design rights (registered and unregistered), utility models, copyrights and related rights, Know-How including trade secrets (whether patentable or not) and any similar



rights, whether registered or not, and all rights under licenses or otherwise as well as rights of enforcement in relation to any of the foregoing.

## **CHAPTER - 2: SCOPE OF SERVICES**

### **2.1 SCOPE OF SERVICES OF VGIPL:**

- a. The VGIPL shall impart basic operational and technical skill training related to the cut-section model to the students, academicians during the start-up phase and after installation of the cut-section model, the **KLS VEDIT** shall train to propagate interest level to the young talents for promoting manufacturing and engineering industry in the future.
- b. The VGIPL shall provide awareness on the 'Cut-Section model' including operational aspects, maintenance, best practices, know-how, quality requirements operational safety, applications, trainings methodology and do's and don'ts related to the Cut-Section model.
- c. The VGIPL shall provide remedial actions for any material defect for the MoU period which will hinder the normal functioning of the cut section. After completion of the MoU, it shall be the discretion of the **KLS VEDIT** to handle.
- d. The VGIPL shall, on a confidential basis, disclose to **KLS VEDIT**, the technical and proprietary information only for creating education to academicians only.
- e. The VGIPL shall not offer any commercial warranty of any kind to **KLS VEDIT** on the cut-section model.
- f. The VGIPL shall not be in any manner be responsible or liable for injuries, fatalities and other eventualities during any operations/ training of the cut-section model or possession of the cut-section model with **KLS VEDIT** .
- g. The VGIPL shall not be responsible for any kind of accident or any kind of eventualities arising out of the wrong usage of machine/cut-section model, negligent act from the **KLS VEDIT** or any third party claims.
- h. The VGIPL shall provide the cut-section model in clean state and caged (Covered) manner to ensure that the machine is safe to operate. The VGIPL shall install the cut section model at the designated/specified location in the **KLS VEDIT** Premises.
- i. The VGIPL shall inspect **KLS VEDIT** premises for verification of the cut-section model by providing prior information to **KLS VEDIT** within the business working hours of the Institution.
- j. The VGIPL shall provide the "dimension and the weight" of the cut-section model to **KLS VEDIT** as per **Annexure – 1**.



## 2.2 SCOPE OF SERVICES OF KLS VEDIT:

- a. The **KLS VEDIT** shall provide training to the students, academicians on to the basic machine operations, application techniques, safe operational methodology, basic trouble shooting during operations and maintenance related activities which shall include practical and theoretical trainings.
- b. The **KLS VEDIT** shall handle the cut section model with utmost care and responsibility. It is the responsibility of KLS VEDIT not to damage, alter, tamper, modify the cut-section model and not to infringe IPR rights such as brand, logo etc.
- c. The **KLS VEDIT** shall not use any IPR rights for its business purposes without the consent in writing from by VGIPL and shall not share any VGIPL data, confidential information and cut-section model related matters of VGIPL to any competitors from time to time.
- d. The **KLS VEDIT** shall be provide in writing about the assets transferred which includes tools, specifications, cut-section model and other connected assets as specified in **Annexure – 2** of this MOU.
- e. The **KLS VEDIT** warrants that the services and cut-section model provided hereunder shall be carried out with the promptness and diligence in a professional manner strictly in compliance with the quality requirements, the specifications, instructions stipulated by VGIPL, in writing from time to time, in accordance with this MOU.
- f. The **KLS VEDIT** shall always ensure that cut section model is made available in the “allocated area in a visible condition to all the academicians” and will ensure that all the tools, connected equipment, fixtures, systems and any other items related to cut section model are kept in a safe and secured manner.
- g. The **KLS VEDIT** shall conduct periodical and ordinary maintenance of the cut-section model based upon the instructions and advise of VGIPL or any authorized dealer/supplier/service provider as recommended by VGIPL in written form to **KLS VEDIT**. The cost shall be borne by the **KLS VEDIT** at their own cost and VGIPL shall not bear any cost for such activities related to periodical and ordinary maintenance and material damage connected to cut section model and its assets provided by VGIPL. During the maintenance (repairs and servicing), the required spare parts, consumables will be borne by **KLS VEDIT**.
- h. The **KLS VEDIT** shall not carry out the cut section model for research and development activity since, the Intellectual property rights are owned by VGIPL only.
- i. The **KLS VEDIT** shall have no rights to sell or to transfer any rights towards the cut-section model to any other third party.
- j. The **KLS VEDIT** shall provide a specified space and area dedicated for cut-section model for easy access to academicians and the space shall be suitable area/dimension. The space allocated shall be with power supply connection with restricted access.

- k. The **KLS VEDIT** shall provide VGIPL with access to and use of the agreed portion to place the cut-section model only for the purpose of educational and creating awareness. The agreed space shall always be spacious so that the students/academicians can move around the cut-section model.
- l. The **KLS VEDIT** shall allow VGIPL personnel's and officers to access and inspect the cut-section model at any given point of time during the business working hours of the institution with prior intimation.
- m. The **KLS VEDIT** will comply with the provisions of all statutes, ordinances, rules and regulations applicable to the educational institution services agreed to be provided pursuant to this MOU and shall obtain all necessary registrations, licenses, approvals and sanctions under applicable laws.
- n. The **KLS VEDIT** shall fix a meeting with VGIPL for setting an educational model, curriculum/syllabus on an agreed timelines.
- o. The **KLS VEDIT** shall allow and permit rear wall for branding and publishing required information related to VGIPL or Volvo related matters, where the cut section model is installed as agreed by the parties.
- p. The **KLS VEDIT** shall allow VGIPL to directly mount and install the cut-section model on the floor.
- q. The **KLS VEDIT** shall not assign or transfer any obligations under this MOU without prior written consent of the VGIPL.

### **CHAPTER – 3: INDEMNITY**

- a. **KLS VEDIT** agrees to defend, indemnify and hold harmless the other party (VGIPL), its principals, officers, agents or employees (the "Indemnified Party") from any and all claims, injuries, damages or judgments, including without limitation, all costs and legal fees (collectively a "Claim") arising from any breach of representations or obligations hereunder by such Party or any third Party authorized by such Party, except to the extent that such Claim is attributable to gross negligence or willful misconduct on the Indemnified Party.
- b. The indemnity shall survive till the date of termination of this MOU.

### **CHAPTER – 4: REPRESENTATIONS AND WARRANTIES**

The **KLS VEDIT** hereby represents and warrants to VGIPL that:

- a. It has all requisite corporate power and authority to execute, deliver and perform its obligations under this MOU and has been fully authorized by all requisite corporate actions to do so.

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- b. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its establishment for the conduct of its business.
- c. The execution and performance of this MOU by either of the Parties does not and shall not violate any provision of any existing MOU with any Party.

#### **CHAPTER – 5: CONFIDENTIALITY**

It is understood between the parties hereto that during the course of business relationship, the **KLS VEDIT** undertakes that he shall not, without VGIPL's prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information.

#### **CHAPTER - 6: TERM AND TERMINATION**

##### **TERM:**

This MOU shall come into force on **01<sup>st</sup> February 2019** and will last till **31<sup>st</sup> January 2021** on which date, it shall automatically come to an end, unless it is mutually extended by the parties in writing on the terms mutually agreeable.

##### **TERMINATION:**

Either party can terminate this MOU, without assigning any reasons, by serving a prior written notice of 60 days on the other party.

**VGIPL's Right to Terminate:** VGIPL may recall the cut section model after terminating this MOU immediately upon the happening of any breach of representations, warranties and/ or obligations by the **KLS VEDIT**.

#### **CHAPTER – 7: DISPUTE RESOLUTION**

In the event of any dispute related to the interpretation or rights or liabilities arising out of this MOU, the same shall, at first instance, be amicably settled between the parties. If any dispute is not settled amicably, the same shall be referred to the sole Arbitrator to be appointed by both the parties. The award given by the Arbitrator shall be final and binding on both the parties. This arbitration shall be governed by The Arbitration & Conciliation Act, 1996 and the language of the arbitration shall be in English and the place of arbitration shall be Bengaluru, Karnataka State, India.

Any disputes/questions arising out of this MOU will be subject to adjudication by a court having territorial jurisdiction over Bengaluru, Karnataka State, India.

#### **CHAPTER – 8: MISCELLANEOUS**

- a. **Publicity and Press Releases:** A Party shall not issue any press release or similar publicity about this MOU without the prior approval of the other Party, which shall not be unreasonably withheld or delayed.
- b. **Authorization:** The persons signing this MOU on behalf of the Parties represent and covenant that they have the authority to so sign and execute this document on behalf of the Parties for whom they are signing.



- c. **Severability:** If any provision of this MOU shall be found by any Court, Government or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or un-enforceability of such provision shall not affect the other provisions of this MOU and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.
- d. **Notices:** Any notice or other communication required or permitted to be given between the Parties hereto shall be sent by registered post to the addressee first herein below mentioned, unless changed earlier which change has been notified in writing.

**If to VGIPL:**

**Address :** VOLVO GROUP INDIA PRIVATE LIMITED,  
Yalachahally, Tavarekere Post Hosakote, Bangalore - 562122

**Telephone :** 080 - 66912000

**Facsimile :** 080 - 66912100

**If to the KLS VDIT :**

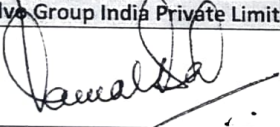

**Address :** Karnatak Law Society's,  
Vishwanathrao Deshpande Rural Institute of Technology,  
Udyog Vidya Nagar, Dandeli Road  
Haliyal - 581329, Karnataka, India.



**Attention :**

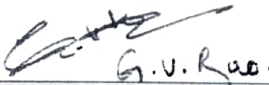
**Telephone :** 08284-220861

**Facsimile :** 08284-220813

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective signatures and seal in the presence of witnesses on the day, month and year mentioned herein above at Bangalore, India.

For 'Volvo Group India Private Limited' (VGIPL)	
	
<b>Kamal Bali</b> President & Managing Director	<b>Laxminarayan Hegde</b> Head Legal & Company Secretary

For 'Karnatak Law Society's, Vishwanathrao Deshpande Rural Institute of Technology (KLS VDIT)	
	
<b>Shri Pradeep Sawkar</b> Chairman GC, KLS VDIT	<b>Principal</b> Principal, Haliyal KLS Vishwanathrao Deshpande Institute of Technology, Haliyal

<b>Witnesses:</b>	
For 'VGIPL'	For KLS VDIT
 G.V. Rao.	