



தமிழ்நாடு தமில்நாடு TAMILNADU

BP 255362

39313

Mando Automotive India

Private Ltd

19.12.2017

Vengadu

G.S. கரண்மணி (S.V.)
முனைப்பாளர் தமிழ்நாடு
உ. எண் : 24/CGU/08

This agreement is made and executed @ Chennai on this 20th December 2017 between

Mando Automotive India Private Limited (Mando), a company incorporated under the provisions of "The Companies Act, 1956", having its registered office and Plant 1 at Plot No.S1A & S5, Vengadu Village, Pillaipakkam SIPCOT, Sriperumbudur Taluk, Kanchipuram - 602 105, Tamil Nadu (hereinafter for the purpose of this MOU, referred to as Mando)

and

B S Abdur Rahman Crescent Institute of Science and Technology, Vandalur, Chennai - 600 048, A deemed to be university established under section 3 of The UGC Act, 1956, having its campus at Seethakathi Estate, Vandalur, Chennai 600 048, involved in providing quality education, research and extension service for over 32 years (hereinafter for the purpose of this Agreement, referred to as Crescent)

Both the parties shall hereinafter be referred to as such and/or individually as "Party" and collectively as "Parties".

For MANDO AUTOMOTIVE INDIA PVT. LTD

For B.S. Abdur Rahman Crescent
Institute of Science & Technology

Chairman

10. The net tuition fees for the program shall be INR 32,500/- (Rupees Thirty two thousand five hundred only) per semester per student, payable in full, at the beginning of each semester. MANDO shall pay the fees on behalf of all the students. A one-time admission fees of INR 2000 and a refundable caution deposit of INR 5000 shall be payable at the time of admission.
11. The above fees doesn't include examination fees. CRESCENT shall not change or charge any fees unless the same is discussed and agreed by MANDO.
12. The tuition fees shall be the same for the first 3 years and any revision thereafter, shall be mutually discussed and arrived at.
13. Project work, as a part of the B.Tech program, with specific reference to problems in design, analysis and manufacturing areas, as identified by MANDO and CRESCENT will be carried out under the joint supervision of the faculty of CRESCENT and the technical personnel @ MANDO.
14. The operating engineers admitted in the program shall abide by all the rules and regulations of CRESCENT
15. The employees, who successfully complete the program, as per the evaluation criteria set by CRESCENT will be awarded B. Tech degree
16. An employee who leaves MANDO while pursuing the program shall cease to be a sponsored candidate of MANDO and they will be permitted to continue their academic program on their own in part time mode, subject to provision of NO OBJECTION CERTIFICATE from MANDO.
17. MANDO will ensure that the exact number of operating engineers deputed for a particular semester is made known to CRESCENT at least 15 days in advance to enable CRESCENT to undertake academic and logistics preparations

4.0 Coordination Committee

A coordination committee shall be formed by MANDO and CRESCENT with two members nominated from each, for planning, coordinating and implementing various aspects of this agreement. Such nominated members shall arrange joint meetings once in 3 months, to exchange views.

5.0 General

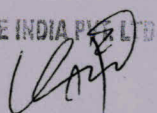
1. This agreement cannot be terminated by either party as this agreement involves creating specific physical infrastructure by CRESCENT for MANDO
2. Even after lapse of term of the agreement, the ongoing batches and or batches already enrolled for the programs shall be completed as per plan agreed to, by both parties, subject to fulfilment of their respective obligations, as per this agreement

6.0 Intellectual Property

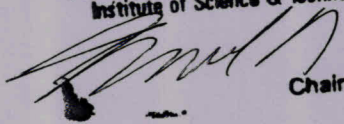
Each Party will adhere to the intellectual laws of India.

6.1 CRESCENT acknowledges, understands and agrees that Intellectual Property Rights which arise out of the Intellectual Property Rights of MANDO or any Research Project carried out as student projects with specific reference to problems in Design, analysis and manufacturing areas as identified by MANDO for which intellectual property is likely to be created shall be the exclusive property of MANDO.

For MANDO AUTOMOTIVE INDIA PVT. LTD


Authorised Signatory

For B.S. Abdur Rahman Crescent
Institute of Science & Technology


Chairman

7.0 **CONFIDENTIALITY:**

7.1. Neither of the Parties shall, at any time, disclose to third party, any confidential information of the other Party, which is acquired pursuant to this Agreement without the prior written consent of the other Party.

This undertaking shall not apply to any information which:

is or coming into public domain; or

is required or requested to be disclosed by either Party by law or by regulation or by any court of competent jurisdiction; provided Party required to disclose such information shall give advance notice of such disclosure to other Party and shall also render all support to the other Party in any action, as may be required, by such Party to protect its interest affected, if any, by reason of such disclosure; or

is known by either Party before the date of entering into this Agreement; or

Becomes available to either Party from a person other than the parties to this agreement and such person is not bound by any obligations of such confidentiality.

7.2 The Parties shall perform obligation pursuant to this Paragraph, which shall survive for a period of two years from the date of termination of this Agreement.

8.0 **FORCE MAJEURE:**

Neither party hereto shall be responsible for delays or failures in performance resulting from acts beyond its reasonable control and without its fault or negligence.

9.0 **DISPUTE RESOLUTION:**

In the event of any dispute or disagreement between the Parties hereto each Party shall appoint a designated officer to meet for the purpose of resolving the dispute. If no agreement can be reached within a period of 60 days, it will be referred to a mutually agreed arbitrator.

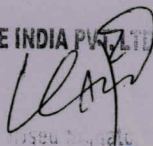
The Arbitration and Conciliation Act, 1996 and the rules made there under or any statutory modification or re-enactment thereof or any rules made thereof shall be deemed to apply to the arbitration proceeding under this clause.

The Arbitration proceeding shall be in English language. The Venue of the arbitration proceeding shall be the office of the CRESCENT or MANDO in Chennai or around Chennai as the arbitrator may decide.

10.0 **GOVERNING LAW AND JURISDICTION:**

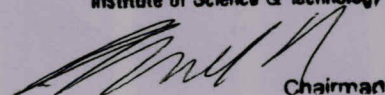
This agreement shall be subject to and governed by laws of India. The jurisdiction shall be competent courts in Chennai only.

For MANDO AUTOMOTIVE INDIA PVT. LTD.



Handwritten signature of a representative of Mando Automotive India Pvt. Ltd.

For B.S. Abdur Rahman Crescent
Institute of Science & Technology




Handwritten signature of B.S. Abdur Rahman Crescent Institute of Science & Technology Chairman


Chairman

11.0 COMMUNICATIONS:

11.1 All communications between the parties shall be in writing and in English, and will be served to respective postal addresses mentioned in this Agreement. This Agreement is intended to express the broad understanding of the parties regarding their working with each other to the extent possible for their mutual benefit.

For Mando Automotive India Private Limited



(Mr. Se Joon Oh)

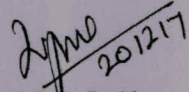


For BS Abdur Rahman Crescent Institute of

Science and Technology,
CHAIRMAN
B.S. Abdur Ra
Crescel
Institute of Science & Techn
Vandalur, Chennai-600 0
(Mr. Abdul Qadir Abdul Rahman Buhari)

WITNESSES

Signature : 
Name : Giridhar Raju
Address : Mando Automotive India (P) Ltd
Vengadu Village
Sriperumbudur Taluk

Signature : 
Name : Dr. R Raja Prabhu
Address : BS Abdur Rahman Crescent
institute of Science and Technology