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This Memorandum of Understanding ('MOU' for reference hereinafter) is entered on this Eighteenth day of June Two Thousand Nine (18/06/2009) between:

M/s Toyota Kirloskar Motor Private Limited, a Company incorporated under the Indian Companies Act 1956 and having its registered office and works at Plot No. - 1, Bidadi Industrial Area, Ramanagar District - 562 109 and hereinafter referred to as 'TKM' which term shall mean and include its successors and assigns in business on one part

AND:

Agnel Industrial Training Institute, an educational institution having its main/administrative office at Fr. Agnel Ashram, B. J. Road, Bandstand, Bandra (W), Mumbai - 400 050 and established/promoted by Society of St. Francis Xavier, Pilar having its registered office at Fr. Agnel Ashram, B. J. Road, Bandstand, Bandra (W), Mumbai - 400 050 and hereinafter referred to as 'INSTITUTE' which term shall mean only the said Institute and not its successors and assigns on the other part

WHEREAS:

- I. TKM is a Joint Venture collaboration between Toyota Motor Corporation, a Corporation incorporated under the laws of Japan and Kirloskar Systems Limited, an Indian Company and is involved in the manufacture of the state of technology automobiles.
- II. Toyota Motor Corporation, Japan ('TMC' for short hereinafter) as a part of its global 'Corporate Image and Business Policy', conducts programs on various aspects of automobile manufacturing and servicing (hereinafter referred to as 'Toyota Technical Education Program' or 'T-TEP') to the worldwide student community undergoing certain specified and government recognized technical courses.
- III. TKM is authorized by TMC to implement and conduct and impart T-TEP to students undergoing the MMV Trade (i.e., Mechanic Motor Vehicle Trade) in the ITI course in certain selected 'Technical / Industrial Training Institutions' in India ('ITI', for reference hereafter) that are recognized by the 'State Technical Education Board' or by the 'National Council for Vocational Training (NCVT)' or any other equivalent or appropriate board or authority.
- IV. The INSTITUTE is one of the ITIs selected by TKM for the implementation of the T-TEP on certain terms and conditions as covenanted in this MOU and the INSTITUTE has agreed to the terms and conditions as covenanted in this MOU and given its consent for conducting the T-TEP.

NOW THIS MOU WITNESSETH THE FOLLOWING TERMS AND CONDITIONS: -

1. ABOUT T-TEP AND PROCEDURE TO CONDUCT THE PROGRAM: -

- (A) T-TEP or Toyota Technical Education Program is a training program developed by TMC, Japan for fulfilling its social responsibilities as a leading corporate and for the Toyota dealer's business requirements.
- (B) TMC has authorised TKM to plan and implement the T-TEP in accordance with the education pattern in India and the Indian business requirements for the Toyota dealers based in India.



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- (C) The Institute shall be given a 'Certificate of Appointment Plaque' ('Plaque' for reference hereinafter) by TMC through TKM indicating the selection of the institute for the purposes of implementing T-TEP. In addition to the Plaque, TMC through TKM shall also provide to the Institute a 'Toyota T-TEP Training Package Certificate' ('Package Certificate', for reference hereinafter).
- (D) The Institute fully understands that the T-TEP is a program in addition to the regular syllabus prescribed to the ITI by the respective 'State Technical Education Board' or any other appropriate 'Controlling Board or Body' as prescribed by the State or the Law ('Core Curriculum' for reference hereinafter). The Institute shall frame its annual academic time-table in such a manner as to accommodate both the 'Core Curriculum' as well as the 'T-TEP program'. The Institute shall ensure that in its academic time-table, the T-TEP program is allotted a minimum of 4 hours per week but not more than 5 hours per week. Further, no single class of T-TEP shall exceed for more than 60 minutes (1 hour) on any given day, and the entire allotment of time for a particular week shall be spread over evenly. The Institute understands that this is required for the proper and methodical implementation of T-TEP which has a lot of practical and real-life scenario applications.
- (E) The Institute also understands that T-TEP is not a part or requirement of the Core Curriculum and T-TEP could be recognized only by the Private Sector Industry and may not be recognized by the 'Employment Exchange' or 'Government Companies' or 'State Owned Manufacturing Units' or 'State owned Corporations' or 'State Technical Education Board' or the 'All India Council for Technical Education' or 'NCVT' or by any 'State or Central Education Board' or by any 'Legislation in force'.
- (F) TKM shall provide training at either Bangalore or any of its Regional Training Centers or at TKM Dealership located at the nearest point to the institute. The decision of TKM shall be final in this regard..
- (G) The trained staff ('Instructor' for short hereinafter) shall impart the T-TEP to the students of the institute pursuing the ITI Course in the Institute in the manner as prescribed by TKM.
- (H) TKM shall conduct regular follow up programs to the Instructor to update the Instructor on the developments in the field of automobile technology.
- (I) TKM shall provide the entire cost of the study materials and training equipments required for the implementation of T-TEP. However the it shall be the responsibility of the institute to upgrade its infrastructure as specified by TKM for the purposes of effective implementation of T-TEP.
- (J) The T-TEP is a combination of both theory and practice. The Institute shall at its premises in the selected branch impart the theory part of the T-TEP while the On the Job Training (Practical Training) of the T-TEP shall be imparted at the TKM's Dealer located at nearest distance to the institute.

2. COVENANTS BY THE INSTITUTE: -

- (A) The institute understands that the implementation of T-TEP is only for its Mechanic Motor Vehicle (MMV) branch of the ITI situated at Fr. Agnel Ashram, B. J. Road, Bandstand, Bandra (W), Mumbai - 400 050 (T-TEP



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Branch', for reference hereinafter) and not for any other branch or wing. All the selected students of the institute in the Second Year of the MMV Trade shall compulsorily undergo T-TEP along with the and in addition to the Core Curriculum during the second year of their ITI course.

- (B) The institute agrees to display the Plaque at its T-TEP Branch in such a place where the Plaque is visible to all. The institute understands that the Plaque and the Package Certificate shall remain the property of TKM. If TKM or Institute for any reasons whatsoever decides not to continue the T-TEP for the next academic year or stops the implementation during the midst of the academic year for any reasons stated in the MOU or this MOU is terminated in accordance with the provision mentioned herein by any of the parties or by act of law or court, then the institute shall promptly return the Plaque and the Package Certificate to TKM. Notwithstanding anything stated in Clause 2(P) of this MOU, the Plaque and the Package Certificate shall be returned to TKM even after the successful five year implementation of the T-TEP or the extended implementation period thereafter.
- (C) The institute shall not make replication or copy or photocopy of the Plaque and the Package Certificate in any manner for the purposes of its display in any of its other branch or wing. The Plaque and the Package Certificate shall be displayed only in the T-TEP Branch. However the institute may photograph or video graph the Plaque and the Package Certificate for the purposes of displaying it in print or electronic media and in the institutes prospectus.
- (D) The institute agrees to upgrade the facilities and resources in the T-TEP Branch, as instructed by TKM, in its selected branch on or before the Thirty First day of May in the year of entering this MOU and thereafter the said facilities and resources shall be maintained in good and proper condition. TKM may make annual inspection on the condition of the facilities and resources in the month of February every year and if required may request the institute to carry out proper maintenance work by the month of April of the same year for the purposes of being considered for the implementation of the program for the next academic year beginning from August. If the institute fails to upgrade its facilities and resources or maintain the same then neither TKM nor TMC shall have any obligation to implement the T-TEP in the next academic year.
- (E) The institute agrees not to charge any additional fees or charges or monies under any heading whatsoever from any of the students in the T-TEP Branch for the purposes of or on the pretext of imparting the T-TEP. However the Institute reserves the right to fix the quantum of the fees during the first year of admission.
- (F) The institute agrees to be transparent in the selection procedure of the students for the MMV Course and shall try to select only those people having the best aptitude for the automobile industry.
- (G) The institute shall not, in any way or manner or fashion either directly or indirectly, reveal to any person or media or body or company or organisation or to any competitor about any confidential details of either TKM or TMC that the institute may come to know by the virtue of this MOU or through the implementation of T-TEP. Any violation of this clause or any intention of



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violation of this clause may result in TKM terminating this MOU with immediate effect. The decision of TKM shall be final in this regard and there shall be no claims or litigation over TKM in this regard.

- (H) If the appropriate authorities change the core-curriculum the institute shall inform TKM about the same and if so required, TKM shall make suitable changes in the implementation of the T-TEP.
- (I) The institute agrees to permit the students to visit the TKM Dealers whenever called by TKM for the purposes of the practical training of T-TEP without affecting the regular NCVT programme of the institute. However the arrangements and the costs of the transportation of the students from the institute to the dealership and back to the institute shall be made and borne by the students themselves and TKM shall not be responsible for the same. Further TKM shall provide snacks / refreshments to the students while in the Dealership for undergoing the On The Job Training of T-TEP.
- (J) The institute shall ensure that its students maintain utmost discipline while visiting the TKM Dealers and the students shall not interact with any of the customers of TKM in the dealership or with any of the dealer staff or personal unless called to do so by TKM. The students shall at all times display significantly the identity card issued to them by the institute. The students shall during their visit to the Dealerships wear the normal uniform of the institute that is worn in the workshop or laboratory of the institute. The instructor/s from the institute shall compulsorily accompany the students during their visit to the dealership and shall stay with the students in the dealership till the completion of the On The Job Training. Further either the staff of TKM or the staff of the TKM Dealer shall also be compulsorily present during the time of the On the Job Training and shall try to clarify all the queries or doubts that the students may raise and shall endeavor to provide the best possible training to the students. TKM shall refund the exact charges or fare of transportation of the instructors alone upon the production of bus or train tickets for the distance from the Institute to the nearest TKM Dealer point. The refund shall take place within thirty (30) days from the date of production of the tickets.
- (K) The institute agrees not to transfer any of the student in the T-TEP branch to any of its other branch or vice versa without the prior permission of TKM.
- (L) The institute shall inform TKM about any student discontinuing the MMV trade (who is selected for T-TEP) of the ITI course to enable TKM to plan its procurement of training material and planning of the training.
- (M) The institute shall in no way whatsoever use the name or trademark or logo of either TKM or TMC or Toyota in any of its advertisements or buildings or prospectus or application without the prior written consent of TKM.
- (N) The institute agrees not to make any commercial use or take any commercial advantage of its selection by TKM for the implementation of the T-TEP. The institute fully understands that TKM at its discretion could recognize any other institution also along with or without this institute for the implementation of T-TEP.



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- (O) The institute recognizes the right of TKM to make regular, frequent and informed inspections to the institute any point of time during the working hours to oversee the implementation of T-TEP and take stock of the equipment and to suggest improvements in the training methodology of T-TEP.
- (P) The institute agrees that all the 'Training kit and tools' ('Equipment', for reference hereinafter) given to the institute by TKM under this MOU shall remain the property of TKM for the first five English Calendar years from the date of this MOU (i.e., the date first mentioned above) and the institute shall not tamper or destroy or copy or move the same in any manner whatsoever without the prior written consent of TKM. Further during these first five English Calendar years, the institute shall not take the stock of these equipments into its books of accounts or consider the same as its assets for availing any tax or other advantage. Any action by the institute in violation of this clause 2(P) shall entitle TKM to discontinue the T-TEP with immediate effect and the institute shall make no claim whatsoever against TKM or TMC in this regard. TKM at any point of time during the first five English Calendar years from the date of this MOU has the right to replace the equipment for any reasons whatsoever and in the event of the termination of this MOU before the completion of first five English Calendar years TKM has the right to take the entire equipment back with it and the institute shall have no claim or litigation over the same. However if the T-TEP is implemented successfully for the first five English Calendar years, then TKM covenants that the ownership of the entire equipment shall be deemed to have been transferred to the institute. Further if in the event of the equipment is transferred to the institute at the end of Five English calendar years in accordance with this Clause 2(P), then the institute shall not terminate this MOU in accordance with Clause 4(A) of this MOU for minimum period of three (3) English calendar years from the end of the fifth (5th) calendar year on which date the equipment may be transferred to the institute and the institute shall allow TKM to continue the T-TEP program.
- (Q) The institute shall not hold TKM and/or TMC and/or any of its Dealers responsible for any injury or death caused to any of the Staff of the institute or Instructor or Student while undergoing the T-TEP or while implementing the T-TEP or while handling any of the Equipments relating to T-TEP or while traveling to or from the institute to the Dealership or any training center as the case may be in connection with any activity of T-TEP.
- (R) The training to the Instructor shall be provided free of cost. However the costs of the transportation of the Instructor from the Institute to the venue of the training and back to the Institute and the costs of the boarding and/or lodging of the Instructor during the period of training shall be borne by the institute. The Institute shall strive not to transfer or depute the Instructor outside the T-TEP Branch during the currency of an academic year since it would hamper the successful implementation of the T-TEP. Further the Institute shall inform TKM about any proposed transfer or deputation of the Instructor outside the T-TE Branch during the currency of an academic year. Also the Institute shall inform TKM about any resignation or termination or long term leave / hospitalization or incapacitation or death of the Instructor to enable TKM to discuss with the institute the proper counter measures to ensure the continuation of the implementation of T-TEP.



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- (S) TKM shall wherever required provide the requisite safety gear to the instructor during the training period and same shall be returned to TKM by the instructor after the training. Further the instructor shall follow all the safety norms and rules set out by TKM from time to time. Failure of the instructor to adhere to the safety norms shall render the termination of the training of the instructor from the T-TEP training.
- (T) The institute shall not issue or provide or give any certificate or letter to any student with regard to having undergone the T-TEP program. Only TKM or TMC shall have the right to issue such certificate or letter. Any such issuance of certificate shall be deemed a violation of Clause 2(G) of this Agreement.

3. **COVENANTS BY TKM: -**

- (A) TKM agrees to give proper Equipment to the institute for the purposes of the implementation of T-TEP.
- (B) TKM agrees to give proper training to the instructors and shall keep the institute updated about the performance of the instructor in the training and also the performance of the instructor in the implementation of the T-TEP.
- (C) TKM shall promptly try to resolve any problem the institute may face with regard to the T-TEP.
- (D) TKM shall keep the institute updated about any changes in the syllabus of T-TEP.
- (E) TKM agrees to implement the T-TEP program without effecting the core-curriculum and shall ensure that the T-TEP shall in no way effect the regular calendar planned by the institute to implement the core-curriculum.

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

- (A) This MOU shall be valid until the same is terminated by either of the party by giving a sixty (60)-calendar days written notice to the other party. There shall be no requirement to state the reasons of termination.
- (B) Nothing stated above in clause 4(A) shall be applicable in the following circumstances and termination shall be with immediate effect and there shall be no claims or litigation in this regard: -
- (i) If the authorization given by TMC to TKM to implement the T-TEP program is withdrawn.
 - (ii) For any specific violation of any of the terms or clause of the MOU by the institute including but not limited to clauses 2(G) and 2(P).
 - (iii) For any specific violation of any of the terms or clauses of the MOU by TKM
 - (iv) Order of any Court of Law or Appropriate Authorities prohibiting the programs like or similar to T-TEP.
 - (v) Any legislation passed by the State.
 - (vi) If any of the parties are declared a bankrupt or insolvent by the Court of Law.



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- (C) All disputes shall be tried to be resolved amicably by negotiations. If the negotiations fail then the same shall be resolved by arbitration in accordance with the provisions of the 'Arbitration and Conciliation Act, 1996'.
- (D) Only the Courts in Bangalore City or Bangalore Rural shall have jurisdiction over any dispute.
- (E) This MOU shall be deemed to have entered into at Bangalore.
- (F) Both, TKM and the Institute shall nominate one person respectively as the window person to the day-to-day activities of the T-TEP. Where the window persons fail to enter into any amicable settlement or fail to resolve the issue, then the problem shall be escalated to the GM - Service of TKM or the Principal or of the Chairman or Director of the Institute.

In witnesses where of both TKM and the Institute have on this day first mentioned above have entered into this Memorandum of Understanding.

For 'Toyota Kirloskar Motor Private Limited'

For 'Institute'



Ashish
03/07/09.

Mr. Ashish Gupta
Manager - Training Dept
Toyota Kirloskar Motor Private Limited

Fr. Victor Rebello

Fr. Victor Rebello
Director
Fr. Agnel Technical Education Complex

Witnesses: -

S. M. Dubey
03/07/09.

Mr. S. M. Dubey
Deputy Manager - Training Dept
Toyota Kirloskar Motor Private Limited

Prof. T.V. Narayanan
29.6.09.

Prof. T.V. Narayanan
In-charge Principal
Agnel Industrial Training Institute



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