



पश्चिम बंगाल WEST BENGAL

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**MEMORANDUM OF UNDERSTANDING
AMONG
Govt. ITI Tollygunj
AND
Bhandari Automobiles Pvt. Ltd
AND
MARUTI SUZUKI INDIA LIMITED**

This Memorandum of Understanding is made on the 26th day of February 2016,

AMONG

Govt. ITI Tollygunj, (here-in-after to be called 'THE FIRST PARTY') through its Deputy Director, Shri Saibal Sengupta,

MARUTI SUZUKI INDIA LIMITED
Palam-Gurgaon Road,
Gurgaon-122 015 (Haryana)

Shri Saibal Sengupta
Dy. Director of Ind. Trg.
In-Charge of ITI, Tollygunge
BHANDARI AUTOMOBILES PVT. LTD
Shri Saibal Sengupta
Authorised Signatory

AND

Bhandari Automobiles Pvt. Ltd (hereinafter to be called 'THE SECOND PARTY') through its ,CEO, Shri Siddharth Bhandari .

AND

Maruti Suzuki India Ltd. (here-in-after to be called 'THE THIRD PARTY' or 'MSIL') through its Deputy General Manager, Service Training, Shri D B Ranjit.

WHEREAS 'THE FIRST PARTY' is a Government ITI under the Technical Education and Training Department, Government of West Bengal.

AND WHEREAS 'THE FIRST PARTY' through ITI is engaged in imparting technical education including technical education in the field of automobiles.

AND WHEREAS 'THE SECOND PARTY' is an authorized dealer of 'THE THIRD PARTY' and is engaged in the business of sales and after sales service of the vehicles manufactured by 'THE THIRD PARTY'. 'THE SECOND PARTY' deals with 'THE THIRD PARTY' on principal to principal basis.

AND WHEREAS 'THE THIRD PARTY' is engaged in manufacture, sales, marketing and after sales service of the four wheel motor vehicles and has 'State of the Art' world class manufacturing facilities in Gurgaon and Manesar in the State of Haryana.

AND WHEREAS it is one of the aim of the 'THE FIRST PARTY' that the skills imparted by 'THE FIRST PARTY' must keep pace with the technological demands of the industry and the expanding universe of knowledge to produce world class workforce.

AND WHEREAS 'THE THIRD PARTY', being a responsible corporate citizen, has always contributed to society, inter alia, by educating and sharing with people/ technicians/ technical students its learning in the technical area during its journey to become world class

AND WHEREAS 'THE FIRST PARTY' has expressed its interest to 'THE SECOND PARTY' and 'THE THIRD PARTY' in getting assistance in achieving its goal of imparting latest and up to date technical knowledge in the field of automobiles to the students of 'THE FIRST PARTY'.

AND WHEREAS 'THE SECOND PARTY' and 'THE THIRD PARTY' being impressed by the independent work done by the 'THE FIRST PARTY' by way of development of course material on automobiles, both print material and video CDs, for student training has agreed to provide necessary assistance to 'THE FIRST PARTY' in imparting latest and up to date technical knowledge in the field of automobiles to the students of 'THE FIRST PARTY'.

NOW, THE PARTIES hereto agree as under;

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The objective of this MoU shall be skill up-gradation to meet the Industry requirements of present and future, subject to availability of resources and due constraints of the budget of 'THE FIRST PARTY'.

1. To meet the above objective, parties shall form a Joint Working Committee (here-in-after to be called) JWC for advising how to provide multi-skilled workforce of world standard by:-

- a. Improving training facilities,
- b. adopting new training technology, and
- c. Taking any other decisions as may be deemed fit by JWC.

2. 'THE JWC' will comprise of 3 members wherein each Party shall nominate one member. JWC would mainly act as a monitoring body and certification of students would continue to be done by NCVT.

3. 'THE JWC' will have the following roles and responsibilities:-

- i) Faculty and Staff Development :

JWC will identify the training needs of all faculty and staff members and detailed training calendar will be planned including exchange of personnel between industry and the FIRST PARTY, subject to commitments of the staff of the FIRST PARTY and other exigencies of employment.

- ii) Teaching Aids:

Teaching aids like working models, slides, video projections, instruction materials, work books, detailed job assignment of the FIRST PARTY will be developed as required under the guidance of the JWC.

- iii) On-job Training (OJT):

JWC will organize seminars, workshops, and OJT for the benefit of trainees and faculty. 'SECOND PARTY' may provide their existing set-up for time bound OJT.

4. The JWC will advise the 'FIRST PARTY' for updating of course curriculum and/or introduction of training modules, over and above the NCVT norms to meet industry expectations, procurement of tools and equipment, modification in workshop set-up etc, and these will be implemented subject to necessary academic and administrative approvals of the 'FIRST PARTY' and availability of resources.

5. 'THE FIRST PARTY' agrees to give first preference to 'THE SECOND PARTY' for the placement of students under different courses (Motor

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Vehicle Mechanic – Four wheeler, Diesel Mechanic, CoE – Automobiles, Mechanic Repair & Maintenance of light vehicles) in their Service Network. 'THE FIRST PARTY' further agrees that after the requirements of 'THE SECOND PARTY' are met, 'THE FIRST PARTY' shall give preference to other dealers/workshops/service centers in the network of 'THE THIRD PARTY'. The time for campus scrutiny of the students of THE FIRST PARTY by THE SECOND PARTY and THE THIRD PARTY shall be mutually discussed and agreed between the Parties from time to time.

6. The necessary tools & equipment as per the existing syllabus of NCVT trades related to Automobile sector should be made available at the ITI by 'THE FIRST PARTY'. These tools & equipment will help in imparting proper practical training to students. 'THE SECOND PARTY' and 'THE THIRD PARTY' may also support the FIRST PARTY by providing training manuals, handbooks, assemblies / sub-assemblies etc.
7. THE THIRD PARTY' agrees to provide necessary support as it may deem fit, reasonable and necessary at its own discretion in respect of the following-
 - i. Training for the faculty.
 - ii. Dissemination of good management practices to upgrade the skills of the student.
 - iii. Providing assemblies, sub-assemblies etc for training and learning.
 - iv. Providing literature and technical books.
 - v. Any other assistance useful in improving the quality of training and acceptance of these will be subject to laid down procedures of approvals by the 'FIRST PARTY'.
8. 'THE SECOND PARTY' may, without having any obligation, contribute fully or partially at its discretion towards:
 - i) Providing assemblies, sub-assemblies, training literatures.
 - ii) Training to faculty and students of ITI.
 - iii) Add on syllabus of MSIL with the institute's curriculum and regular updation as and when required.
 - iv) On-job training of selected candidates.
 - v) Assistance in placement of trainees after completion of training.
9. The Training aids provided by SECOND PARTY AND THIRD PARTY, to FIRST PARTY for the purposes of this MOU should be used for the training purpose only. FIRST PARTY should ensure proper maintenance and upkeep of these training aids and avoid any misuse of training aids. In the event of such misuse of training aids and/or poor maintenance of training aids, discontinuation course/trade by FIRST PARTY or no students enrolled in the said course/trade, the same shall be treated as a ground for termination of the MOU by the THITD PARTY and such resources as provided by SECOND PARTY and THIRD

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PARTY may thereafter be applied /granted/shifted to other ITI's without any objections/claims being made by the FIRST PARTY.

10. THE SECOND PARTY or THE THIRD PARTY or any of its Dealer/ Workshop can conduct such tests or interviews which it may deem fit and necessary before inducting the Students into the network of THE THIRD PARTY. However, in case a student doesn't clear the final ITI examination as conducted by the First Party as per NCVT norms, then the student would not be eligible for recruitment into the network of THIRD PARTY.

Merely passing or qualifying of any exam conducted by either FIRST PARTY shall not entitle any student of automatic induction into the SECOND PARTY or in the service network of the THIRD PARTY. The induction of any student shall depend upon a host of factors such as the requirement of service network member, the competency of the student, the policy of the THIRD PARTY and the service network member, etc. from time to time.

11. For effective implementation and monitoring of the scheme as envisaged in the MoU, Mr.Saibal Sengupta, Deputy Director, will be the Nodal officer on behalf of the 'FIRST PARTY' and Mr.Siddharth Bhandari, CEO Bhandari Automobiles Pvt. Ltd. will be the Nodal officer on behalf of the 'SECOND PARTY' and Mr. D B Ranjit, Deputy General Manager, Service Training Will be the Nodal officer on behalf of the 'THIRD PARTY'. However, the Parties may nominate any other person as Nodal Officer on its behalf.
12. All Parties value the spirit of this agreement and would strive to provide trained manpower as per industry's requirement.
13. THE SECOND PARTY shall conduct an annual quality audit of the various tools, equipment, literatures and services provided by the SECOND PARTY/THIRD PARTY and discuss the findings with the ITI. The JWC shall take necessary steps to remove any discrepancy found in the quality audit and shall take all steps as may be necessary for improvement as may be recommended in audit report or otherwise suggested by THE SECOND PARTY.
14. The FIRST PARTY shall take prior approval for any use or display of the name or logo of the THIRD PARTY.
15. During the term of this MOU, THIRD PARTY can add Curriculum / Syllabus (Technical) in existing syllabus as approved by NCVT/DGT.

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Gurgaon-122 015 (Haryana)

Saibal Sengupta
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BHANDARI AUTOMOBILES PVT. LTD

Siddharth Bhandari
Authorised Signatory

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The FIRST PARTY shall take prior approval for any advertisement which it proposes to give in respect of the ITI and which carries the name of THE THIRD PARTY.

The FIRST PARTY will not carry out any promotional campaign for inviting students which may mis-represent the name of THE THIRD PARTY.

Maruti Suzuki India Limited's name and logo will not be used on stationery of the FIRST PARTY, advertisement by the FIRST PARTY, any other form of publicity material etc.

17. The FIRST PARTY acknowledges that the Training Handbooks, Service Manuals, Technical Inputs and other information and data ("MSIL Intellectual Properties") provided by either MSIL or THE SECOND PARTY to the FIRST PARTY is the sole and exclusive property of MSIL and MSIL alone has all proprietary and intellectual property rights including all copyrights, patents and trademarks in said MSIL Intellectual Properties. The FIRST PARTY shall not at any point of time claim or represent any right or title in the said "MSIL Intellectual Properties" and shall forthwith return the same to MSIL on being so required by MSIL or on termination/ conclusion of this MOU. Material received by the FIRST PARTY from MSIL, to be entered in stock register of the FIRST PARTY.
18. All Parties shall indemnify each other against all loss, claims, damages or other liability of any nature whatsoever, which they may be liable to incur by reason of any act or omission.
19. THE FIRST PARTY shall not share the MSIL syllabus/curriculum and any other information / data shared by MSIL or THE SECOND PARTY with the FIRST PARTY and marked as a confidential with any third other person including any other ITI or automobile company.
20. The FIRST PARTY may get into tie-ups with any other companies for automobile courses subject to FIRST PARTY shall give first preference to MSIL network for recruitment of desired manpower for which tie-up has been made with MSIL, after informing MSIL in writing in order to avoid any conflict of interest and to provide undivided attention.
21. In the reference of this MoU, the fees structure for the courses will be the sole responsibility of the FIRST PARTY and MSIL shall not play any role in the same. The FIRST PARTY shall not involve MSIL in any kind of financial transaction of the FIRST PARTY with students or any other body.
22. Any differences between the parties shall always be endeavoured to be resolved by mutual dialogue. In case any dispute or difference cannot be resolved by mutual discussion, the Parties shall submit the matter to Arbitration of three Arbitrators. Both the disputing Parties shall appoint one Arbitrator and two Arbitrators so appointed shall appoint

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SHANDARI AUTOMOBILES PVT. LTD

[Signature]
Authorised Signatory

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the third Arbitrator. In case all the Parties are at dispute, all shall appoint one Arbitrator each. The award of Arbitral Tribunal shall be final and binding. The Arbitration proceedings shall take place at Delhi. Parties shall bear equal cost of Arbitration.

23. All disputes shall be subject to Delhi Jurisdiction only.
24. This MOU may be amended with mutual consent of the Parties.
25. This Memorandum of Understanding shall come into force on the date of its execution and will be effective for three years from the said date.
 - a) It can be renewed or extended for a further period of three years with mutual consent of the Parties.
 - b) Both parties will have the right to terminate this MoU with three months notice without assigning any reason.
 - c) The implementation of the MoU would be monitored on a quarterly basis.

For and on behalf of

The FIRST PARTY

[Signature]
Dy. Director of Ind. Trg.
In-Charge of ITI, Tollygunge

For and on behalf of

The THIRD PARTY

[Signature]
MARUTI SUZUKI INDIA LIMITED
Witnesses
Palam - Gurgaon Road,
Gurgaon-122 015 (Haryana)

1.

[Signature]
PRINCIPAL
ITI TOLLYGUNGE

2.

[Signature]
(FMR, SR4)
(MSIL)

For and on behalf of BHANDARI AUTOMOBILES PVT. LTD

The SECOND PARTY

[Signature]
Authorised Signatory

[Signature]
Dy. Director of Ind. Trg.
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