



पश्चिम बंगाल WEST BENGAL

K 960865

Memorandum of Understanding

This Memorandum of Understanding (hereinafter referred to as MOU) is entered on this day of 24th July 2013 between:

Royal Enfield (A Unit of Eicher Motors Ltd) a Company registered under the provisions of Companies Act, 1956 having its registered office at "Building No.96, Sector 32, Gurgaon-122001 and having its plant and works at Thiruvottiyur Highroad, Thiruvottiyur, Chennai-600019, which expression shall, unless repugnant to the context or meaning hereof, be deemed to include its successors/ administrators and assigns of the First Part, Called hereinafter as Royal Enfield,

AND

Institute Management Committee ,Industrial Training Institute, Tollygunge, West Bengal, a Government run Industrial training institute, which expression shall, unless repugnant to the context or meaning hereof, be deemed to include its successors/ administrators and assigns of the Second Part, called hereinafter as **IMC,ITI,TOLLYGUNGE**.

WHEREAS

Royal Enfield is involved in the business including manufacturing, marketing and sales of motorcycles and its spare parts and as a part of its corporate social responsibility programmes intends to initiate certain job-oriented training and education programmes to equip the students, faculty members, industry personnel and other learners with adequate and updated technological know-how in the area of automobile engineering to meet the growing demand of skilled manpower in automotive sector in India.

IMC,ITI,TOLLYGUNGE shall provide space within the existing workshop for this programme.

ITI, TOLLYGUNGE, under Technical Education and Training Department of Govt. of West Bengal and affiliated to National Council for Vocational Training, DGE&T, Ministry of Labour & Employment, Govt. of India involved in imparting high quality technical education since 1957. ITI, TOLLYGUNGE offers technical courses in trades like Fitter, Electrician, Welder, Draftsman, Turner and Plumber. ITI, TOLLYGUNGE is one of the Industrial Training Institutions that have been selected by Royal Enfield for the implementation of its proprietary training and education programs as herein mentioned subject to certain terms and conditions as covenanted in this MOU.

NOW, THEREFORE, IT IS UNDERSTOOD BETWEEN THE PARTIES THAT:-

- a) The main objective of this collaboration is to familiarize young students and faculty members in latest Automobile Technology and also practically demonstrate to them the most scientific way of repair, maintenance and overhaul of motorcycles.
- b) **'Royal Enfield Technician Certification Programme' (RETCP)** is a proprietary teaching and education programme in Automobile Engineering and Technology developed by Royal Enfield for fulfilling its social responsibilities as a leading corporate. Further, RETCP is a combination of both theory and practice.
- c) IMC, ITI, TOLLYGUNGE is desirous of utilizing the RETCP to train its students and faculty members in particular and any students or any faculty members of engineering colleges/institutions, industry personnel, mechanics, dealers, students of diploma, vocational institutions, Industrial Training Institutes (ITI), etc., at its Tollygunge campus in Kolkata, West Bengal with the assistance of Royal Enfield.
- d) IMC, ITI, TOLLYGUNGE is, therefore, willing to receive and Royal Enfield is willing to give **free of cost** the relevant hardware/equipment, teachware, and courseware and software, if any, to run RETCP.
- e) Royal Enfield and IMC, ITI, TOLLYGUNGE are jointly responsible for the implementation of RETCP in ITI, TOLLYGUNGE in accordance with the terms and conditions of this MOU.
- f) To implement RETCP, Royal Enfield and IMC, ITI, TOLLYGUNGE shall jointly establish a technical training cell called IMC, ITI, TOLLYGUNGE-Royal Enfield Service Training cell, ('RESTC' hereinafter), Kolkata which will be a full-fledged cell that consists of appropriate hardware/equipment, teachware, and courseware and software, if any.
- g) Royal Enfield and IMC, ITI, TOLLYGUNGE shall at its premises jointly impart training that consists of both theory and 'On-Job-Training'.
- h) The certification of students who will undergo training in RESTC shall be jointly done by Royal Enfield and IMC, ITI, TOLLYGUNGE with proper assessment.
- i) There shall be one faculty member from ITI, TOLLYGUNGE and one representative of Royal Enfield, who shall be available full time at the cell that will be situated at ITI, TOLLYGUNGE campus, to coordinate the RETCP.
- j) It is understood between the parties that at the end of the RETCP, Royal Enfield and/or Royal Enfield dealers shall have a privilege right to select the students who have undergone RETCP. However, students will be free to exercise their option.
- k) It is understood that this training and education programme runs on a **'no loss no profit' basis**.
- l) As and when possible, IMC, ITI, TOLLYGUNGE and Royal Enfield shall jointly organize workshops/seminars/conventions and other academic programmes on subjects of contemporary interest in the field of Automobile Engineering and Technology.

1. Obligation of IMC, ITI, TOLLYGUNGE

- a) IMC, ITI, TOLLYGUNGE fully understands that the RETCP is a training and education programme in the area of Automotive Engineering and Technology involved in motorcycles and that the RETCP is not a part or requirement of the core curriculum.
- b) IMC, ITI, TOLLYGUNGE shall provide space within the existing workshop for this programme.
- c) IMC, ITI, TOLLYGUNGE shall be responsible for all present and future costs relating to the infrastructure of the set-up including operational, maintenance or other reasonable related expenses. All statutory liabilities in relation with the cell shall also be borne by IMC, ITI, TOLLYGUNGE.
- d) The trained staff of ITI, TOLLYGUNGE or/and the competent subject experts drawn from academia and/or industry shall train its students and faculty members in particular and any students or any faculty members of engineering colleges/institutions, industry personnel,

mechanics, students of diploma, vocational institutions, Industrial Training Institutes (ITIs), etc., at its campus as per the RETCP concept of Royal Enfield.

- e) IMC,ITI,TOLLYGUNGE shall depute at least two faculty members and four staff like mechanics/technicians for a period as specified by Royal Enfield to undergo the "Train-the-Trainer" (TTT) program at Royal Enfield.
- f) IMC, ITI, TOLLYGUNGE shall enable these Certified Trainers also undergo periodic training as part of Continuous Education Programme of Royal Enfield or/and such companies/institutes in India or abroad.
- g) IMC , ITI,TOLLYGUNGE shall grant Royal Enfield for using the training set-up beyond office hour and all its facilities for training of service personnel of Royal Enfield, service staff of Royal Enfield dealers on receipt of reasonable advance intimation from Royal Enfield regarding same.

2. Covenants by IMC, ITI,TOLLYGUNGE

- a) IMC,ITI,TOLLYGUNGE agrees to prominently display the plaque at the cell. IMC, ITI, TOLLYGUNGE understands that the plaque and the package certificate shall remain as the property of Royal Enfield. If Royal Enfield or IMC,ITI,TOLLYGUNGE for any reasons whatsoever decides not to continue the RETCP or this MOU is terminated in accordance with the provisions mentioned herein by any of the parties or by the act of law or court, then the IMC,ITI,TOLLYGUNGE shall promptly return the plaque certificate and the package certificate to Royal Enfield.
- b) IMC, ITI, TOLLYGUNGE shall not make replication or copy or photocopy of the 'Certificate of Appointment Plaque' and package certificate in any manner for the purpose of its display in any of its other branches or wing. The plaque and the package certificate shall be displayed only in the cell. However, IMC, ITI, TOLLYGUNGE may use photograph or video of the plaque and the package certificate for the purpose of displaying it in print or electronic media and in the ITI, TOLLYGUNGE premises.
- c) IMC, ITI, TOLLYGUNGE shall not, in any way or manner either directly or indirectly, reveal to any person or media or body or company or organization or to any competitor about any confidential details of Royal Enfield that IMC, ITI, TOLLYGUNGE may come to know by virtue of this MOU or through the implementation of RETCP. Any violation of this clause may result in Royal Enfield terminating this MOU with one month advance intimation from Royal Enfield providing the details of violation. The decision of Royal Enfield shall be final in this regard and there shall be no claims or litigation over Royal Enfield in this regard.
- d) IMC, ITI, TOLLYGUNGE shall in no way whatsoever use the name or Trademark or Logo of Royal Enfield in any of its advertisement or buildings or prospectus or application without the prior written consent of Royal Enfield.
- e) IMC ,ITI, TOLLYGUNGE fully understands that Royal Enfield at its discretion could recognize any other institution in the other region other than surrounding districts of West Bengal also along with or without IMC, ITI, TOLLYGUNGE for the implementation of RETCP.
- f) IMC, ITI,TOLLYGUNGE recognize the right of Royal Enfield to make regular, frequent and informal inspection to IMC, ITI,TOLLYGUNGE at any point of time during the working hours to oversee the implementation of RETCP and take stock of the equipment and to suggest improvement in the training methodology of RETCP.
- g) IMC, ITI, TOLLYGUNGE agrees that all the 'Motorcycles, Aggregates, Equipments, Training Kit and Tools' ('equipment' for reference hereinafter) given to IMC, ITI, TOLLYGUNGE by Royal Enfield under this MOU shall remain the property of Royal Enfield. Further, IMC, ITI, TOLLYGUNGE shall not take the stock of this equipment into its books of accounts or consider the same as its assets for availing any tax or other advantage. Royal Enfield at any point of time during RETCP has the right to replace the equipment for any reasons whatsoever. In the event of the termination of this MOU, Royal Enfield has the right to take the entire equipment back with it and IMC,ITI, TOLLYGUNGE shall have no claim or litigation over the same.

3. Obligation of Royal Enfield

a) IMC,ITI,TOLLYGUNGE shall be given a 'Certificate of Appointment Plaque' issued by Royal Enfield indicating the selection of IMC,ITI,TOLLYGUNGE for the purpose of implementing RETCP. In addition to this certificate, Royal Enfield shall also provide to IMC, ITI,TOLLYGUNGE a Royal Enfield's Training Package Certificate ('Package Certificate' for reference hereinafter).

b) Royal Enfield shall provide free of cost entire teachware, courseware, hardware/training equipment, tools, practice units and other components required as per (Annexure II) for the

implementation of RETCP at IMC, ITI, TOLLYGUNGE. However, it shall be the responsibility of IMC, ITI, TOLLYGUNGE to upgrade its infrastructure as specified by Royal Enfield for the purpose of effective implementation of RETCP.

c) Royal Enfield will depute on a full-time basis one of its experienced Service Managers at the cell situated at ITI, TOLLYGUNGE Kolkata District who will not only teach students but also help ITI, TOLLYGUNGE in smooth administration of the programme.

d) As part of "Train-the-Trainer" (TTT) programme, Royal Enfield shall give training to two IMC, ITI, TOLLYGUNGE faculty members and four IMC, ITI, TOLLYGUNGE mechanics/technicians. The training cost shall be borne by Royal Enfield.

e) Royal Enfield shall impart continuous training to the instructors of ITI, TOLLYGUNGE so that they always get updated on the developments in the field of automobile technology.

4. Covenants by Royal Enfield

a) Royal Enfield recognize that it is a knowledge partner to IMC, ITI, TOLLYGUNGE and the cooperation has no financial gains except providing appropriate knowledge to learners in the area of Automobile Engineering and Technology.

b) Royal Enfield shall promptly try to resolve any problem that IMC, ITI, TOLLYGUNGE may face with regard to the implementation and execution of the cell and, hence, RETCP.

c) Royal Enfield shall keep IMC, ITI, TOLLYGUNGE updated about any changes in the syllabus of RETCP or technology by providing updated teach ware, courseware and other educational material.

5. 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 only one month written notice to the other party. It shall not be necessary to state the reasons of termination.

b) This MOU doesn't form the basis of agency or employment relationship between the parties. It is on principal to principal basis.

c) Neither party shall not be deemed in default of its obligations under this agreement nor shall be liable to the other to the extent that it is unable to perform any of its obligations by reason of any event or circumstance beyond its reasonable control.

d) Any notice to be served under this agreement shall be served upon the recipient at its address set out here in either by hand or by first class post or otherwise by facsimile or e-mail transmission and shall be deemed served 48 hours after posting if sent by post or on delivery if it is delivered by hand and on completion of transmission if sent by facsimile or e-mail.

e) Nothing stated above shall be applicable in the following circumstances and the termination shall be with immediate effect and shall be no claim or litigation in this regard:-

i) If the authorization given by Royal Enfield to implement RETCP is withdrawn.

ii) For any specific violation of any of the terms or clauses of the MOU by Royal Enfield.

iii) Order of any Court of Law or appropriate authorities prohibiting the programmes like or similar to RETCP.

iv) Any legislation passed by the State.

v) If any of the parties are declared a bankrupt or insolvent by the Courts of Law.

f) It shall be tried to resolve all the disputes amicably by negotiations. If the negotiations fail then the same shall be resolved by the arbitration in accordance with the provision of the 'Indian Arbitration and Conciliation Act 1996'.

In witnesses whereof both Royal Enfield and IMC, ITI, TOLLYGUNGE have on this day mentioned above have entered into this Memorandum of Understanding.

For Royal Enfield
(A Unit of Eicher Motors Ltd)

Sr. Vice President

Date: 24/07/2013.

Witness:

1. _____

2. _____

For Institute Management Committee
Industrial Training Institute, Tollygunge, Kolkata

Abhijit Roy

Chairman
Chairman

Date: Institute Management Committee
ITI, Tollygunge