

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

राजस्थान RAJASTHAN

BK 330303

Memorandum of Agreement

This Memorandum of Agreement ("MoA") is made and executed this 27th day of March 2023 by and between

M/s Mahindra & Mahindra Limited, a company incorporated under the Companies Act Registered under the Registration of Firms Act-1913 & having its registered office at Gateway Building, Apollo Bunder, Mumbai-400 hereinafter referred to as "M&M" (which expression unless repugnant to the context or meaning hereof include its successors & assign) of the other Part

AND

Mewar University and Mewar Skill Development & Training (Together " MU-MSDT") located at Chittorgarh, NH 48, Gangarar, Rajasthan 312901 hereinafter referred to as "MU-MSDT" represented by AR Yadav, Dean – Faculty of Engineering and Vocational Studies hereinafter called the second Part

(The term "M&M" and "MU-MSDT" may individually be referred to as Party and collectively as Parties)

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27/03/2023

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Whereas

- A. M&M has identified the premises of MU-MSDT located at Chittorgarh, Rajasthan for the purposes of implementing Industry led Training Program for Skill Development of 10th passed and above participants within the curriculum of NCVET/NSQF in designated trades/optional trades/NSQF Aligned trades on certain terms and conditions as covenanted in this MoA and MU-MSDT has agreed to the terms and conditions as covenanted in this MoA and given its consent for conducting the Training Program.
- B. M&M has agreed to conduct Training in "Tractor Mechanic (QP No. AGR/Q1108) – NSQF Aligned" in collaboration with MU-MSDT.

Article 1: Training Program and Working Modalities

- 1.1 The training program shall be conducted by M&M for the participants on trades related to demands of Agriculture sector or aligned to the prescribed courses of NCVET/NSQF of 220 hours duration.
- 1.2 MU-MSDT fully understands that the training program conducted by M&M is aligned to NSQF as mutually agreed between the parties.
- 1.3 The trained faculties from M&M shall impart the training programme to the participants in the manner as prescribed by M&M in consultation with MU-MSDT.
- 1.4 The training courses to be conducted under this MoA shall be administered jointly by the parties.

Article 2: Representations and Warranties

A. MU-MSDT represent and warrant that:

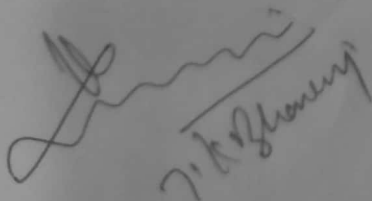
- 2.1 MU-MSDT shall ensure that the participants enrolled for the training program possess the minimum entry qualifications as prescribed by M&M and agreed by the Parties.
- 2.2 MU-MSDT with all requisite power and authority to execute, deliver and perform the obligations under this MoA.

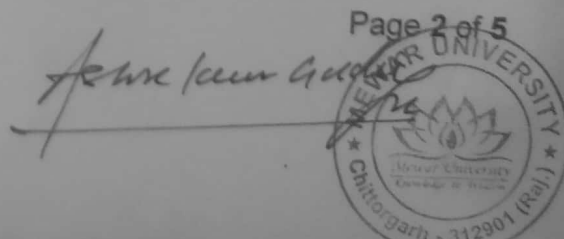

B. M&M represent and warrant that:

- 2.3 M&M has all requisite corporate power and authority to execute, deliver and perform its obligations under this MoA and has been fully authorized by all requisite corporate actions to do so.
- 2.4 M&M shall perform its obligations with respect to the training programme as required under the present MoA;
- 2.5 M&M shall provide necessary technologically advanced tools & equipment (as per industry standards) required for the courses as mutually decided.
- 2.6 M&M shall not claim any fees directly from the participants.

Article 3: Obligations of MU-MSDT

- 3.1 The infrastructure in each classrooms / workshop, where the training will be conducted shall be provided by MU-MSDT. For safety and security, each classroom / workshop shall have a

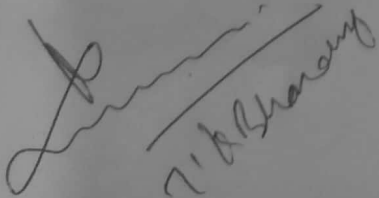

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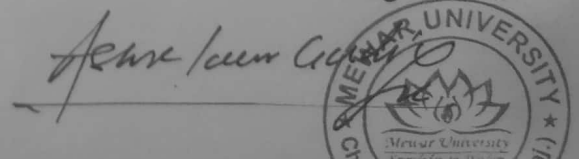

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- proper lock and key and MU-MSDT shall provide an almirah or any alternative arrangement with adequate safety for keeping the teaching aids, consumables, tools, and equipment for the training program provided by M&M. The responsibility of ensuring smooth running of each class and the safety of the equipment shall lie with MU-MSDT.
- 3.2 While M&M will provide the equipment and machineries for the training courses, requisite support for setting up of practical room / workshop shall be provided by MU-MSDT
- 3.3 Prior to the commencement of training program, M&M shall provide the equipment to MU-MSDT. During the period prior to the installation of equipment, the responsibility for ensuring safety of the equipment lies with MU-MSDT.
- 3.4 MU-MSDT will provide appropriate time slots for the above training program to be imparted and such time slots will be mutually agreed between the parties.
- 3.5 MU-MSDT will ensure that the participants shall attend the training program at the agreed time slots between the parties.
- 3.6 MU-MSDT agrees to permit the participants who are requested by M&M to visit the industry / factory / work sites as may be required for the training program. MU-MSDT shall ensure that their participants maintain utmost discipline while doing the above visit(s) and shall not interact with any of the customers or staff members unless asked for. The participants always should display the identity card issued to them by MU-MSDT.
- 3.7 MU-MSDT shall not hold M&M responsible for any injury or death caused to any staff or participants while undergoing the training program or while handling any of the equipment relating to the training program or while travelling to or from MU-MSDT campus to above visit locations in connection with any activity of the training program.
- 3.8 MU-MSDT shall take the responsibility of sourcing & mobilizing of eligible participant (minimum 40 participants per program and 240 participants per annum) for the said skill development training programs.
- 3.9 MU-MSDT shall pay training fee to M&M at the end of each training program within 15 days from the submission of service invoice by M&M as per government recommended rate (currently Rs.49/- per participant per hour of training). Any amendment in the above rate will be applicable for the training programs under this MoA.

Article 4: Obligations of M&M

- 4.1 M&M shall be responsible for installation / commissioning / maintenance of technologically advanced machineries and equipment required for the training program.
- 4.2 The responsibility of maintenance of equipment shall lie with M&M.
- 4.3 M&M shall provide the study materials for the training program.
- 4.4 Trainers shall impart the training to the enrolled participants on the time slots agreed between parties.
- 4.5 M&M will provide placement assistance to the participants enrolled for the said courses under this MoA on successful completion of the course and assessment.
- 4.6 M&M does not in any manner warrant or otherwise imply that there shall exist any relationship of employment between the participants and M&M nor does M&M in any manner warrant or otherwise imply that there shall exist any relationship of employment between the participants


T. K. Shrivastava


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MEWAR UNIVERSITY
Mewar University
Knowledge to Empower

except in the manner stated herein and nothing in this MoA shall be deemed or construed otherwise.

4.7 M&M agrees not to charge any additional fees under any head whatsoever from any of the participants enrolled for the courses.

Article 5: Term and Termination

5.1 This MoA shall be valid for a period of 3 (Three) years from the date of executing this MoA and the same can be renewed further with written mutual consent of the Parties. This MoA may be terminated by either party, without assigning any reason, by giving the other party 60 days (Sixty Days) prior written notice.

5.2 In the event of termination, M&M will be entitled to dismantle and transfer the assets outside the premises of the MU-MSDT at its own cost.

5.3 It is agreed between the parties that any information, details or documents, technology, materials, machinery, process, designs and techniques and discussion or negotiation amongst the parties shall be kept confidential and shall not be discussed to any other party without the written approval of the disclosing party.

5.4 The existing intellectual property of M&M including its trademark, logo and brand name shall be all times and for all purpose the property of M&M and MU-MSDT shall not have right or shall not use the same for any purpose without prior written approval from M&M.

Article 6: Exclusivity

Both the Parties hereby agree that this MoA is not on an exclusive basis and that both Parties shall have the right and the discretion to enter into similar agreements and arrangements with other Organizations / Companies / Universities / Colleges / NGOs also.

Article 7: Indemnity


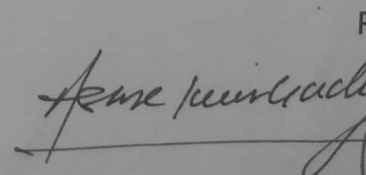
The Parties hereby agree and undertake to save, indemnify, and hold harmless to each other, their directors, officers, employees and agents from and against any and all claims, causes of action, liabilities and consequences (including without limitation, attorney's fees) which arise directly or indirectly from any breach of this MoA or any negligent or willful act, omission or misconduct, misrepresentation, cheating by the defaulting Party or any of its personnel or agents. For the sake of clarity, the forgoing indemnity provisions shall also be applicable to any loss, damages, cost, suits, expenses (including without limitation any legal fees and expenses) or claims arising from (a) violation of applicable laws and (b) breach of confidentiality and IPR obligations.

Article 8: Entire Agreement

This MoA constitutes the entire association between the Parties and may not be modified or amended, except as mutually agreed in writing and signed by both the Parties. This agreement supersedes any other prior arrangement or agreement hitherto before made by the Parties with respect to the subject matter hereof.



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Article 9: Legal status of the Parties

This MoA shall not be construed as a partnership or agency between the Parties hereto and neither Party shall have any authority or power to bind the other or to contract in the name of nor create any liability against the other in any way for any purpose.

Article 10: Confidentiality

MU-MSDT shall neither disclose any information or course material nor make public the documents, materials, equipment, technical diagram, etc. that M&M may provide for the training course.

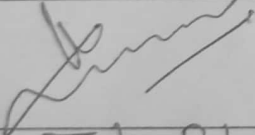

Article 11: Jurisdiction

This agreement shall be governed by and construed in accordance with the substantive Laws of India. Any disputes or differences between the Parties arising out of or in relation to this agreement or any incidental matter thereof shall be resolved amicably between the Parties, failing which, the same shall be referred under the terms of the Arbitration and Conciliation Act, 1996 to the Arbitration of the sole arbitrator to be appointed jointly by the Parties whose decision shall be final and binding on both the Parties hereto. Such arbitration shall be held at Mumbai and the language of arbitration proceedings shall be English. The Courts within the territorial jurisdiction of Maharashtra alone shall have the jurisdiction to deal with the arbitration proceedings and the awards in accordance with the law.


Article 13: Annexures

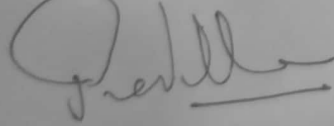
All Annexures to this MoA shall be deemed to be an integral and inseparable part of this MoA as if the provisions thereof were set out herein.

In witnesses whereof, this MoA is hereby executed between the Parties by putting their respective signature on the date and year mentioned herein before.

For Mahindra & Mahindra Ltd	For Mewar University - MSDT
Signature 	Signature 
Name: T.R. Bhonde	Name: Dr. Ashok Kumar
Designation: Head - Customer Care	Designation: Chairman

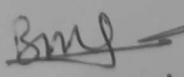
Witnesses:

1. 
(SUMITRA CHOUDHARY)

2. 
(CPRAFULLA PANDEY)

Witnesses:

1. A.R. Yadav
Dean, Faculty of Engg & Voc

2. 
BALMUKUND SHARMA

