



தமிழ்நாடு தமில்நாடு TAMILNADU

பொது : ரூ. 100/-
எண் : 66521
தேதி : 31-08-2017

Hindustan Institute of
Technology and Science
Poder

BB 592411
P. PORKODI
LICENCE No. 13 / CGL / 08
No. 3/77, Pillaiyar Koil Street,
Sathankuppam Village,
KELAMBAKKAM-603 103

MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding is made on day of, 2017

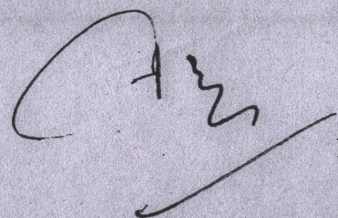
BETWEEN

Hindustan Institute of Technology & Science (formerly Hindustan College of Engineering) having their registered office at No 40, G.S.T Road, St. Thomas Mount, Chennai - 600 016. India. (hereinafter referred to as "HITS")

AND

Bosch Limited, having their registered office at Hosur Road, Adugodi, Bangalore – 560 030, India and its zonal office at Bosch Limited, 8/17, Shafee Mohammed Road, Thousand Lights, Chennai-600 006.

HITS and BOSCH are individually referred as Party and jointly referred as Parties.



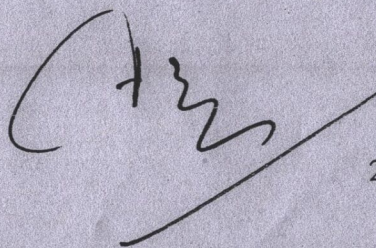
The Parties wish to enter into Memorandum of Understanding (MoU) for establishing HITS – BOSCH Joint Certification Program (hereinafter referred to as “Joint Training Centre”) jointly developed by Bosch along with HITS in the campus of Hindustan University, No 1, Rajiv Gandhi Salai (OMR), Padur, (Via) Kelambakkam, Chennai - 603 103, India upon the following understanding:

1. The proposed Joint Training Centre will be established by HITS as per the concept to be designed by Bosch. The proposed Joint Certification Program will cover Chennai. It will act as the bridge to address the technological gap and focus on various technical training program for Bosch network. This Joint Training Centre will also enable training to the diploma, degree students and nearby industries (hereinafter referred to as “Program”).
2. BOSCH concept is the efficient combination of hardware, teach ware and courseware which is offered by BOSCH as industry oriented training in the field of automotive technology.
3. HITS with assistance of BOSCH (limited only to the assistance mentioned below) will establish and maintain the premises for premises for conducting training courses according to BOSCH concept.
4. BOSCH shall provide know how technology support, supply concept kits for different technologies with non-transferable limited usage licensed copies of teach ware and courseware, train the faculty as “TRAIN THE TRAINER” (TTT) in its training Centre in Bangalore as necessary, provide training methodologies in line with BOSCH concept, subject to terms and conditions mentioned hereafter.
5. HITS through the premises with Bosch approved courses, will impart training to undergraduate, post-graduate, polytechnic, vocational school students to meet industry requirements, bridging the industry academic gap and enhancing the competency levels of students for better employability. HITS will also provide industrial training to nearby industrial personnel, successful students will be awarded a joint certificate of BOSCH and HITS (Refer the Annexure -2).

In consideration for Bosch providing training assistance mentioned above, HITS agrees and undertakes to allow Bosch to use the Joint Training Program premises to directly impart training for Bosch dealer network, OEMs, OECDs, STUs on cost sharing basis with prior approval from HITS and Bosch has to schedule such a training without overlapping with HITS training schedule. It being clarified that for Bosch beneficiaries Bosch will provide its own certificates on Bosch specified format. Training calendar will be fixed on monthly basis with mutual consent from both parties.

6. For efficient running of the premises and to cover the recurring cost, it is recommended to charge nominal fees for the course and create a business model. The fee to be charged shall be shared between Bosch and HITS for their respective efforts as per the terms and conditions contained under Annexure – 1.

Institute shall conduct training course(s) for their students as per university norms and regulations.



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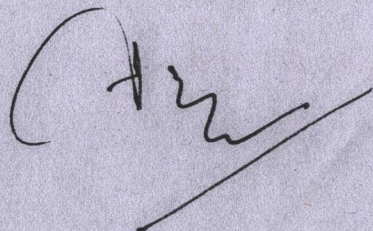
7. In relation to the implementation of the understanding concluded between the Parties above, the Responsibilities with regard to each of the Parties for implementation of the understanding as mentioned above shall be as follows:

7.1 By HITS:

HITS will provide the following facilities for the Joint Certification Program without any cost attached for the infrastructure (hereinafter referred to as "Premises") based on Technical Team recommendation and Guidelines. (Team members will be nominated by HITS)

- i) To identify the training modules upgrade requirements in the premises.
- ii) Appoint the teaching staffs to work in this project.
- iii) Procure the following state of the art Bosch equipment's required to conduct JCP on Vehicle Diagnostics module, Automotive Electrical module and Automotive Battery module from Bosch Limited, Bangalore for setting up the training Centre at HITS, Padur.
 - Battery Charger BML2415
 - Battery Tester BAT131
 - Battery Load Tester BLT301
 - Auto Electrical test bench 3 phase-AETB03
 - Tool set for Auto electrical service
 - ECU Scanner KTS 590
 - ESI Diagnosis software(SD/SIS)
 - ESI feature and application software
 - Products like Battery, Starter and Alternator
- iv) To independently develop training class room of 700 Sq. ft with 20 training chairs, Table and Chair for Trainer, also all the teaching aids like Laptop, Multi Media system etc in Phase 1.
- v) To independently develop a ventilated workshop area about 700 Sq. ft with epoxy coating for facility separately ear marked for Auto electrical, Battery and Car Scanning Module.

HITS shall bear all the costs and expenses of the training courses including printing of books/aids, Utilities, catering, Uniforms, Stationary, Electricity (as required for equipment example 3phase), Water
- vi) Insurance for the Joint Training Centre will become the part of HITS
- vii) HITS will attempt to Conduct at least 5 trainings every year from the recommended and opted 2 training modules from Bosch.
- viii) HITS will attempt to Train minimum 100 students / participants every year at "HITS - BOSCH Joint Certification Centre" in HITS, Padur. There is no minimum guarantee of participants from either side. Both parties have agreed to work for maximizing the participation.
- ix) Joint certification by Bosch & HITS will be awarded only for the students of HITS & all other educational Institutions which HITS provided training based on the training module enumerated under Annexure I and approved by Bosch.
- xi) To pay Bosch all fees applicable for each courses as enumerated under Annexure 1.

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7.2 By BOSCH:

- i) Conduct "TRAIN THE TRAINER" course at the Bosch Training Centre, Bangalore on free of cost.
Refresher training program for the college faculty to be done on chargeable basis at Bosch Training Centre.
- ii) To provide all the Technical training material/documents in soft copy version on all Bosch Products.
- iv) To Provide Front Board as well as wall charts of BOSCH systems at the Centre.
- v) To provide web based training modules and training animations at the Centre.
- vi) To help the Centre for making training documents and presentations.
- vii) To provide BOSCH training documents on BOSCH systems.
- viii) To provide training marketing with BOSCH network.
- xi) To provide details on commercials including the share in the training fees between HITS & Bosch.

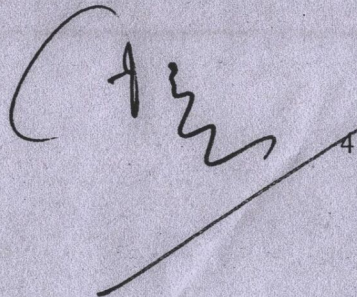
(Refer the Annexure -1).

The medium of the Training Documents (support from Bosch) will be in English only.

All the above shall, however, be subject to HITS fulfilling all conditions mentioned under clause 7.1. Advanced & Expert courses will be conducted by Bosch alone.

8. Intellectual Property Rights

- 8.1 With the prior written approval of Bosch, HITS shall be authorized to use the materials provided by Bosch during the term of this MoU. Such use is limited, however, to intimate the Training Courses to the Students and public in general who apply for the courses and subject to the guidelines and instructions of Bosch and not to be used for any other commercial purpose outside the scope of this MoU.
- 8.2 HITS acknowledges that the right to use the materials (over which Bosch has copyright) herein is for use in relation to the Bosch – HITS only.
- 8.3 During the term of this MOU, HITS shall, with prior written permission of Bosch, advertise its association with Bosch, for the purpose of advertising and promoting the Program and the training courses. However, it shall only be in the manner permitted or as prescribed or instructed by Bosch.
- 8.4 HITS shall not, under any circumstances whatsoever, use the teaching materials, tools (provided by Bosch and over which Bosch has proprietary rights) for any other purpose other than what has been detailed under this MoU.
- 8.5 HITS shall not, under any circumstances whatsoever, modify and or alter any material and or impart any training which is in deviation of the courses designed by Bosch. Bosch shall not provide any certification in such a situation. If, however, HITS has breached the conditions of this provision and has not informed Bosch and Bosch being unaware issues certificates, in addition to its right to recall such certificate it shall also have the right to claim against HITS for breach and any kind of claim from a third party due to the exercise of a recall right by Bosch and any kind of claim from a third party due to the exercise of a recall right by Bosch.



9. Duration, Amendment and Termination of the MoU

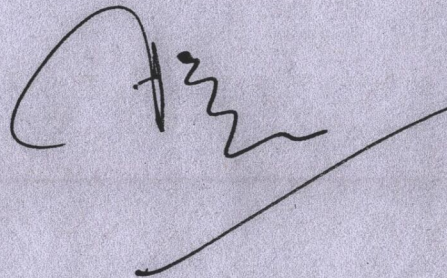
- 9.1 This MoU shall be valid for a period of three (03) three years from the Effective Date. During the period of its validity, the MoU can be amended any time by mutual consent of both the parties in writing. The MoU can also be terminated by mutual consent or by either party giving the other a written notice of its desire to terminate the MoU by giving three months' notice in advance.
- 9.2 Notwithstanding any termination, the MOU shall continue to survive and be effective with regard to all rights and obligations of the Parties which existed prior to the termination of this MOU until such rights and obligations have been fulfilled into.

Promptly following the request of Bosch, at any time during the term of this MOU and or earlier termination, HITS will return to Bosch all materials (ie. Training Content, Front Board, Signage etc) provided to HITS in furtherance to the understanding between the Parties. Such exercise shall be undertaken by HITS within 30 days of receipt of such notice from Bosch.

Notwithstanding anything contained above and or under any of the terms and conditions of this MoU if the Parties in good faith continue their business understanding enumerated under this MoU even after expiry or early termination of this MoU, then such relationship shall be governed by the terms and conditions of this MoU until a fresh MoU has been executed.

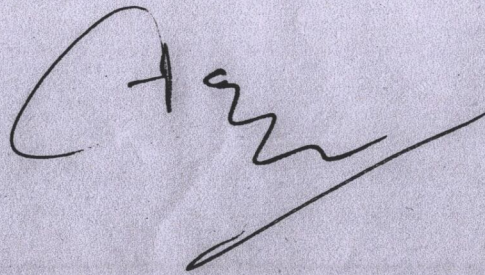
10. Dispute Resolution and Governing Law

- 10.1 This MOU shall be governed by the laws of India and all disputes under this MOU shall be subject to arbitration under the Arbitration and Conciliation Act, 1996. The place of the arbitration shall be at Bangalore. The courts of Bangalore shall have exclusive jurisdiction for all disputes under this MOU.

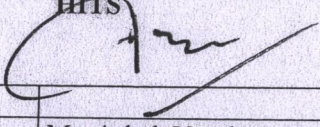
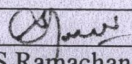
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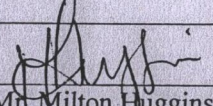
11. Miscellaneous

- 11.1 This MOU supersedes and replaces any and all prior agreements, understandings or arrangements, whether oral or written heretofore made between the Parties and relating to the subject matter hereof, and constitutes the entire understanding of the Parties with respect to the subject matter of this MOU. This MOU may not be modified, changed, altered or amended except by an express written agreement signed by all Parties hereto.
- 11.2 This MOU shall be executed in two counterparts, each of which shall be deemed as original but all of this together shall constitute one and the same instrument.
- 11.3 Both Parties agree to hold each other harmless and keep indemnified each other against all claims, demands, actions, suits and proceedings, whatsoever that may be brought or made against the other Party on behalf of any person, body, authority whomsoever and whatsoever and all duties, penalties, levies, taxes, losses, damages, cost, charges and expenses and all other liabilities of whatsoever nature which other Party may now or thereafter be liable to pay, incur or sustain by virtue of or as a result of the performance or non-performance or observance or non-observance by a Party of any of the terms and conditions of this MOU.
- 11.4 Force Majeure
Neither party will be responsible for any failure to perform its obligations under this agreement due to causes beyond its control, including but not limited to acts of God, war, riot, embargoes, fire, floods or accidents.

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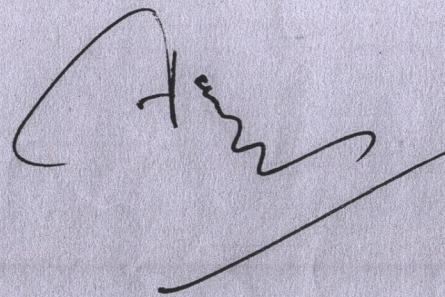
In witness whereof the two parties have signed this Memorandum of Understanding by the hand of, on behalf of BOSCH LIMITED and by the hand of, on behalf of HITS on date, month and year referred to above.

Bosch Limited, Bangalore		HITS	
Signature 1		Signature 1	
Name	Mr. Abhijit Kallianpur	Name	Mr. Ashok Varghese
Designations	Regional Business Unit Head, Automotive Service	Designations	Director
Place	Bangalore	Place	Chennai
Date		Date	
Signature 2		Signature 2	
Name	Mr. Sundar J	Name	Dr. S. Ramachandran
Designations	Head, Technical Support and Service, All India	Designations	Vice Chancellor
Place		Place	Chennai
Date		Date	

Witness 1		Witness 1	
Name	Mr. Navaneetha Krishnan	Name	Dr. Pon. Ramalingam
Designations	National Sales Manager	Designations	Registrar
Place	Bangalore	Place	Chennai
Date		Date	
Witness 2		Witness 2	
Name	Ms. Shweta Magazine	Name	Mr. Milton Huggins
Designations	Training Manager	Designations	Deputy Director (CA&T)
Place	Bangalore	Place	Chennai
Date		Date	

Enclosures:

1. Annexure -1: Course recommendation, Course fee & Sharing of course fee between HITS and Bosch.
2. Annexure -2: Certification procedures



**ANNEXURE - 1
RECOMMENDED COURSE MODULES**

Course Code	Type of Course	Course Title	Duration (Days)	Training Fee (INR)/ Participant + GST @18%
BCS-1	Basic	Training on Vehicle Diagnostics	2 Days	2000
AEL	Basic	Automotive Electrical (Starter, Generator, Battery)	2 Days	2000
BB	Basic	Training of Auto Motive Battery	1 Day	1000

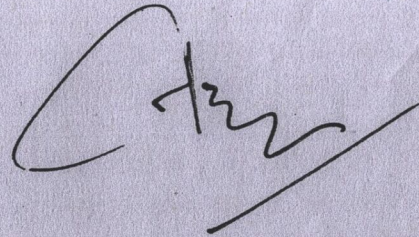
Note:

- Training courses are open to all students. All courses are optional to students.
 - Training fee for HITS- 80 % of the total fee / Course / Participant.
- There is no minimum guarantee of participants from either side. Both parties have agreed to work for maximizing the participation. Fee sharing is purely based on actual numbers of participants as mutually agreed. Such sharing will occur month on month.

Norms for Training Centre Fees-

Nature Of Course	Training Fee(INR)	For HITS students/Joint Certificate Course For HITS & other institutions Students/joint certificate course		Bosch Dealers, Bosch Customers, Bosch Business Partners, Bosch customer dealers, Government & Non-Government set up & Institution	
		Training fee Share for BOSCH	Training fee share for HITS	Training Fee Share for BOSCH	Training fee Share for HITS
Basic Course	Rs 1000/Day/Participant	20%	80%	40%	60%
Advance Course	Rs 1500/Day/Participant	20%	80%	40%	60%

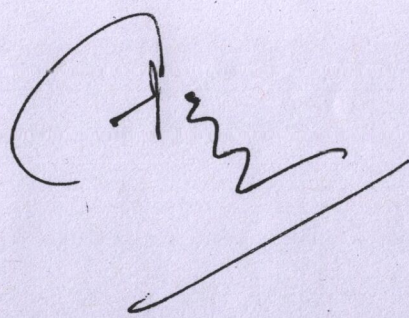
Course Fee to be reviewed jointly once in a year for revision, if any.



ANNEXURE -2

CERTIFICATION PROCEDURES

1. Certificates are issued only to those students who scores minimum marks (50%) in the theoretical and practical examination conducted by **HITS** through the Centre.
In case the student/candidate fails, reexamination will be conducted and then certificate will be issued.
2. **HITS** shall forward the list of students who have registered for the training courses prior to the commencement of the training. The list shall include Full Name, Engineering Branch & Year, Email address and telephone numbers.
3. At the end of every course **HITS** shall forward the list of students with details like Full Name, Engineering Branch & Year, College Name & Location, Email address and telephone numbers and marks obtained. Accounts shall be settled month on month in a year.
4. Bosch shall prepare the Joint certificate and deliver it to **HITS** for further processing and delivery with in 20 days from the date of receipt of details.
5. Contents in the certificates will be decided by Bosch in consultation with **HITS**.
6. **HITS** shall send monthly report and annual report to Bosch with the following details.
 - Candidate Name
 - Engineering Branch & Year
 - College Name & Location
 - Course code attended
 - Training Fee collected

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