

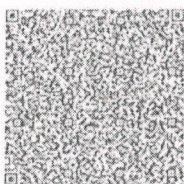
INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL44376306330751U
Certificate Issued Date	: 09-Jun-2022 02:27 PM
Account Reference	: SELFPRINT (PU)/ dl-self/ NEHRU/ DL-DLH
Unique Doc. Reference	: SUBIN-DL DL-SELF73297163964810U
Purchased by	: DIVESH KUMAR
Description of Document	: Article 5 General Agreement
Property Description	: THIS STAMP PAPER FOR MOU BETWEEN MSIL AND B.K. BIRLA COLLEGE OF ARTS, SCIENCE AND COMMERCE(AUTONOMOUS)
Consideration Price (Rs.)	: 0 (Zero)
First Party	: MARUTI SUZUKI INDIA LIMITED
Second Party	: B K BIRLA COLLEGE OF ARTS SCIENCE AND COMMERCE AUTONOMOUS
Stamp Duty Paid By	: MARUTI SUZUKI INDIA LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)

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₹100

SELF PRINTED CERTIFICATE TO BE
VERIFIED BY THE RECIPIENT AT
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Agreed



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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Memorandum of Understanding

This memorandum of understanding is made and entered into, on this 15 day of June 2022.

By and Between

M/s Maruti Suzuki India Limited., a company incorporated under the Companies Act, 1956 and having its registered office at Plot No.1, Nelson Mandela Road, Vasant Kunj, New Delhi 110070, represented herein by its Executive Vice President, **Mr. Manoj Agrawal** duly authorized by the company (hereinafter referred to as the "**Company**", which expression shall, unless repugnant to the context or meaning thereof, include its successors-in-interest, Legal representatives and permitted assigns), First Party

And

B. K. Birla College of Arts, Science and Commerce (Autonomous), Kalyan (hereinafter referred as "BKBC") which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns): as Second Party

Objective:

- a. The objective of the MOU is to enter into an industry-academia partnership which will assist and guide for On-The-Job (OJT) Training, Knowledge Transfer, Learning and Skill building of the selected youths who have been enrolled into Bachelor of Management Studies (BMS) in Retail Management offered by the B. K. Birla College of Arts, Science and Commerce (Autonomous), Kalyan in association with M/s Maruti Suzuki India Limited. The OJT location may include all the sites of MSIL Authorised Dealerships across **Mumbai**. MSIL will enter into separate MOU with Dealerships for facilitating the OJT Program and will cover all the points related to the Dealership in such MOU.
- b. The purpose is also to facilitate and create a pool of qualified job ready resources, who will meet the industry specific requirements of sales professionals and facilitate the research scholars to take the industry relevant projects and come up with the innovative solutions/patents.
- c. In-line with the national priority of skill building for employability, this innovative model will help to address the issues of unemployment and fulfil the requirement of Industry.

Definitions and Interpretation

Definitions

Unless the context otherwise requires or unless otherwise defined or provided for herein, the capitalized terms used in this MOU shall have the following meanings:



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- a. **"Trainee"** means a student who has enrolled in B.K. Birla College of Arts, Science and Commerce (Autonomous)'s BMS in Retail Management and training as a Sales Representative and is at least 18 (Eighteen) years of age and not more than 30 (Thirty) years at the start of the OJT.
- b. **"Training"** means the technical (conducted in Skill lab), non-technical (conducted at Dealership/Classroom) and on the job practical training (conducted at Dealership/in field) in the designated trade/industry to be assisted and guided by the Company to the Trainees.
- c. **"Company"** means Maruti Suzuki India Ltd.

Responsibility:

Joint Responsibilities of the signing partners:

1. BKBCCK will form Joint Curriculum Committee consisting of representatives of both the parties. The objective of the committee is to develop the curriculum in line with the progressive pathways for the trainees and map it according to UGC guidelines.
2. BKBCCK along with MSIL and participating Dealers shall form a Dealer Advisory Panel to look at trainee selection and operational aspects of OJT.
3. BKBCCK and Company will jointly ensure filling of OJT feedback for required checking and provide scoring of assessment card.
4. To define the pedagogy of the Program (Classroom and OJT), credit mechanism system, training Program, dimension and structure of the Program, on-the-job training processes, Trainers, Assessors, Assessment methodology by the Joint Curriculum Committee.
5. To define the modular format at each level (i.e. National Skill Qualification Framework level) and map with key job roles.
6. To setup the governance mechanism & periodic reviews system and report the progress /performance of the Trainees.
7. Conceptualization of Practical oriented programme by BKBCCK and Company. BKBCCK and Company will mutually decide on number of batches and enrolment numbers as well as the commencement date every year.
8. Parties shall endeavour that the Program is continued for at least 3 years from the date of commencement of the first Program. However, Parties will review the working of the Program every Six months to decide the next course of action.
9. It is agreed between the parties that, first year (first and second semester) will majorly cover the theory portion. Next 24 months will be for OJT. During OJT, the students will train at Dealership for 5 days a week and attend theory classes one day a week. However,



Dealership can be changed during the OJT of the trainee and Company will try to arrange for any other place of OJT for trainee.

Responsibility of the Company

1. With support from Dealership endeavour to appoint the Program Manager/Nodal Officer who will look after all the affairs of the Program.
2. With support from Dealership endeavour to train the trainees and assist and guide them defined on-the-job training as per the requirements of the BKBCCK course curriculum.
3. Endeavour to provide adequate time to the students for classroom studies as per the stipulated program.
4. Facilitate the Dealership in complying with the required statutory regulation necessary as per regulator & as decided by the Joint Curriculum Committee.
5. With support from Dealership provide medical aid to the trainee in case of any emergency/ accident occurring in the premises of the Dealership, and if need be, arrange an ambulance to be dropped at the place or appropriate hospital or as suggested by the BKBCCK within 50 Km radius of the Dealership premises. BKBCCK is obligated to take personal accident cover for every trainee/student and all the expenses of the same shall be borne by BKBCCK.
6. With support from Dealership follow all the norms as per MOU to provide attendance records, training assessment report and completion of on job training certificate to the BKBCCK.
7. Endeavour to nominate professionals/ mentors to teach the students for selected classroom teaching as required for the course during OJT.
8. Request Dealerships to pay reasonable stipend to the Trainees of first year of OJT (i.e. third and fourth semester) and second year of OJT (i.e. fifth and sixth semester) on or before 10th of each month on pro rata basis, during the Training period. Company, in coordination with BKBCCK reserves the right for discontinuation of stipend or strict disciplinary action at any point of time in the event of any act of indiscipline/misconduct by the Trainee.
9. Endeavour to inform any misconduct committed by the student to the BKBCCK for further action, if any. Action shall be taken according to the "BKBCCK Code of Conduct for the Students". However, students shall also be bound by the applicable code of conduct and policies prescribed by the MSIL and dealership during OJT. Dealership shall have the right to take any disciplinary action in consultation with MSIL and BKBCCK.
10. With support from Dealership, endeavour to provide PPE (Personal Protective Equipment) to the students where-ever applicable.



11. With support from Dealership, endeavour to, observe health and safety standards during the on-the-job-training.
12. Endeavour to nominate the Dealers to be the supervising authority of the trainees at the place of on-the-job training.
13. Endeavour to ensure basic amenities to the Trainees with the support of the dealership during on-the-job training.
14. Endeavour to provide timely inputs of assessment, evaluation etc. for the scoring and credit evaluation of the Trainees.
15. Endeavour to provide orientation to the HR Managers about the concept of the programme so as to enhance the learning of the Trainee.
16. On-the-job-training would consist of training at Dealership for 5 days, 1-day CRT and 1 day off per week. Relaxation in schedule to be given as per Company / BKBCCK norms for academic activities in calendar year.
17. Endeavour to provide Faculty Development Programme (FDP) to the academic team if required.
18. Endeavour to facilitate for the team of BKBCCK to monitor the on-the-job training of the trainees
19. Endeavour to allow BKBCCK skill instructor to visit the Dealership premises as and when required.
20. Endeavour to provide OJT to students for a period of up to 2 years only. In case of failure in any semester and/ or if student needs to continue his studies for more than designated 3 years of Course, MSIL or its Dealership shall not be obliged to provide OJT to the students.

Responsibility of the BKBCCK

1. Shall appoint dedicated nodal officer/program manager to lead the program from the Program faculty.
2. Shall be responsible for enrolment/ admission of the students in batches as per the requirements of the Company and shall maintain the databases of all the trainees. Batch commencement date shall be mutually decided with the Company and BKBCCK.
3. Shall provide faculty/instructor for imparting theory/practical classes to the students during CRT (Classroom Training) as well as OJT.



4. Shall conduct the student selection in consultation with the Company Wherein Company shall provide the guideline for selection of the students/trainees. Also MSIL and its Dealership will participate in selection process.
5. Shall select students through aptitude test and personal interview along with participating Dealers and MSIL.
6. Shall also facilitate the students to visit the labs in engineering/ technical institutions, field visits, associate colleges, wherever required as per curriculum for advance knowledge of new technology.
7. Shall provide classroom to students for the theory classes during OJT for 1 day/ week from 3rd semester onwards
8. Shall maintain the records of profile of all the Trainees.
9. Shall issue photo Identity card and will ensure wearing of the same into Company and/ or Dealership premises.
10. Shall organize in house training of trainer's program for the supervisors/ trainees at companies.
11. Shall assess and provide relevant certificate to the trainees after completion of the training and successfully clearing the examination.
12. Shall provide the bridge courses wherever required to the enrolled Trainee.
13. Shall supervise the classroom training and on-the-job training.
14. Shall convert the Training hours in the credit based system.
15. Shall frame rules and regulations to regulate the conduct and discipline of the trainees and shall take appropriate action wherever required.
16. Shall not liable to pay the Company for the expenses incurred during On Job Training. The expenses include infrastructure, On Job Training trainer cost and basic amenities.
17. Shall define the eligibility criteria on attendance to appear for examinations.
18. Action shall be taken according to the "BKBCCK's Code of Conduct" for the trainees during the course duration
19. Shall cover the enrolled students under accidental Policy. BKBCCK is obligated to take personal accident cover for every trainee and all the expenses of the same shall be borne by the College.



20. Shall incorporate feedbacks in course curriculum received from Joint Curriculum Committee

Responsibility of the Students

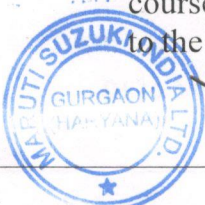
1. Shall not claim for automatic employment in the Company / Dealership, however the Company / Dealership shall be at liberty to offer Trainee any job after completion of the Program.
2. Shall be required to undergo related instruction and curriculum under NSQF.
3. Shall follow the rules of the BKBCCK, MSIL & Dealership and disciplinary action will be taken for any gross misconduct/violation of rule and shall be disqualified / rusticated from the course.
4. Shall also follow the rules of the Company framed for ensuring the safety of such trainees while having on job training and during field visits.
5. Shall adhere to BKBCCK's Code of Conduct. However, students shall be bound by the applicable code of conduct and policies prescribed by the MSIL and Dealership during OJT.
6. Shall enter into trainee contract which contains the stipend and location/ place of on job training. The trainee shall not claim any employment during or after the period of the training neither on the BKBCCK nor on the Company. However, Company/Dealership will have first right of appointment with respect to employment of the candidate at an appropriate designation and remuneration after completion of the course.
7. Shall maintain confidentiality and by no means share any information pertaining to the Company or Dealership.
8. Shall not seek OJT anywhere else other than allotted MSIL Dealerships. In exigency, if student wants to seek OJT with some other company, he/ she needs joint prior approval from both MSIL & BKBCCK.

Eligibility for BMS (Retail Management)

- He /she must be 10+2 passed from any UGC recognised Board of Education and above 18 years and not more than 30 years of age during start of OJT.

Intellectual Property Rights

BKBCCK shall have proprietary rights in relation to the course material developed during Training independently by the BKBCCK. All the other content developed during the course or disclosed by the Company during the course or training or OJT shall belong to the Company and shall be treated as Company proprietary information. BKBCCK shall



[Signature]

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have all the rights to use the curricula and course material so developed however company can also use for its training program within Maruti Suzuki India Limited and its Business Partners. MSIL specific content will be delivered / explained / shared by through its internal Trainers / Training Partners to the students/trainees. This content will remain intellectual property of MSIL and will not be shared with BKBCK.

- The data of trainees can be used by the Company as well as BKBCK for the purpose of this MOU.
- BKBCK agrees that it shall not, without MSIL's written consent, use MSIL's name, the 'MARUTI SUZUKI' and 'S' logos or any of MSIL Marks or Intellectual Property Rights in connection with its business or in any advertising or promotional materials or activities, in any website, press release or in any other communications, or services, materials or products provided to third parties, or sponsor the same. BKBCK agrees that it will not take any actions which will in any manner compromise MSIL's name, the logo or Marks.

Limitation of Liability

Company and makes no warranties, express or implied, statutory or otherwise, including any implied warranties relating to this MOU to each other and shall not be liable to the other for any loss of profits, loss of business or for special, direct, indirect, incidental, or consequential damages or losses of any kind or nature whatsoever.

Termination

- Either Party may terminate this MOU by giving the other Party a prior written notice of 90 (Ninety) days. However, Company / BKBCK cannot terminate the MOU till the existing batch completes its training program unless there is gross negligence of statutory rules, regulations and laws.
- Either Party may terminate this MOU if the other Party becomes party to a bankruptcy or insolvency proceeding or to proceedings involving a composition of creditors or makes an assignment for the benefit of creditors or if a custodian, receiver or any other person with like power is appointed to take charge of or liquidate all or part of the other Party's business, property or assets or if an order is made or a resolution is passed for winding up or liquidation of the other Party or if the other Party adopts or takes any corporate proceedings for its liquidation, winding up or dissolution or in case of closure of BKBCK.
- The expiry or termination of this MOU shall not affect the rights, liabilities of the Parties as may have accrued prior to the expiration or termination date and all continuing obligations of the Parties shall survive the expiry or termination of this MOU.



Force Majeure

- The obligation, in whole or in part, by party hereunder will be suspended during the time and to the extent that such party is prevented from complying or performing therewith due to any event or circumstances beyond its control and without the fault or negligence of the affected party (which circumstance is hereinafter referred to as "Force Majeure"), including but not limited to floods, fire, storms, earthquakes, lockouts, lockdown, explosion, hostilities, war (whether declared or undeclared), acts of terrorism, civil disturbances, pandemic, epidemic, illegality arising from domestic or foreign laws or regulation, order of the state or central government, insurrections, quarantine or custom restrictions, acts of God or other similar events which results in hindrance of the performance by the party of its obligations hereunder.
- In the event any Force Majeure or related event occurs for a period of 15 consecutive days, it would be the obligation on the part of affected party to issue notice in writing to invoke this clause. Further, the party invoking this clause seeking deference or delay in performance of its obligation shall take appropriate steps to mitigate the loss in the manner as a person/party with ordinary prudence would do. However, neither party shall, by reasons of such event, be entitled to terminate this MOU, nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance and performance of obligations under this MOU shall be resumed as soon as practicable after such Force Majeure event has come to an end or ceased to exist.

Representation and Undertaking

BKBCK represents and undertakes the following:

- BKBCK and / or its Key Managerial Personnel and / or its Director / Principal / Registrar / etc. have not been involved in any act(s) of fraud, forgery, bribery, corruption, money laundering, conflicts of interest with: (a) each other; or (b) BKBCK's employees; or (c) any other vendor of each other; and there are no legal notices, legal proceedings and/or regulatory investigations pending against them in India or outside India by any Court or Enforcement Agency or Authority of India or any foreign country, impacting operations of the BKBCK.
- There is no insolvency, liquidation, voluntary liquidation or bankruptcy applications and/or proceedings pending against the BKBCK.
- BKBCK has not been blacklisted (in the past or at present) by any other Company / statutory authority / agency.

BKBCK further acknowledges and undertakes that the above undertaking is true and correct to the best of its knowledge and it understands that any false or misleading undertaking / statements will lead to termination of the MoU. Such termination shall be without prejudice to the rights and remedies available to MSIL under the MoU and in law.



Governing Law and Jurisdiction

- This MOU shall, in all respects be governed by and construed in accordance with the laws of India and the courts at Delhi shall have the sole and exclusive jurisdiction to entertain any disputes that may arise hereunder.
- The Parties here to undertake to use their best efforts to resolve amicably any dispute arising out of or in connection with this MOU and the interpretation thereof through consultation in good faith and mutual understanding, provided that such consultation shall not prejudice the exercise of any right or remedy of either Party hereto by any such Party in respect of any such dispute.
- If the dispute doesn't resolve amicably then the same will be referred to the sole arbitrator to be appointed with the consent of both the parties. The decision of the arbitrator shall be binding on both the parties. The arbitration shall be concluded as per the provisions of "Arbitration and Conciliation act 1996". The seat of arbitration shall be Delhi and the language of the Arbitration Proceedings shall be English. In case of any dispute, attorney fees shall be borne by the either party separately.

Term of MoU


- MoU shall remain in force until three years from the date of signing and the parties to the MoU can further extend it with mutual written understanding.

Miscellaneous: -

- **Assignment.** The Company shall not be entitled to assign this MOU to any third party. However, in order to fulfil the obligations of Company under this MOU, Company may use the services of any third party/ persons and take support from its Dealerships
- **Relationship of the Parties.** The Parties agree and acknowledge that the relationship of the Parties is in the nature of independent contractors. Nothing in this MOU shall be construed to create a partnership, joint venture or employer-employee relationship between the Parties. Neither Party is or shall act as the other's agent, partner, employee, or representative or claim any rights what so ever.
- **Severability.** In case any one or more of the provisions contained in the MOU shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this MOU, and this MOU shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Any invalid or unenforceable provision of this MOU shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.



- **Cost.** Each party shall bear its own cost to implement this MoU and there shall be no monetary exchange between BK BCK and Company. When the Student attending the BK BCK classes, expenses will be borne by Student/BK BCK.
- **Notices.** All notices, requests and other communications under this shall be in writing, in English. Any notice or information/document or communication to be served under this MOU may be served upon either Party hereto only by email or courier or posting by registered post or delivering by hand or through facsimile transmission. The notice or demand to be served on the Party should be served at its address below, facsimile number given below or at such other address or number as each Party may from time to time not in writing to the other Party here to decide.
- This MoU has been executed in two original copies of which the Parties have taken one each.
- **Witness whereof,** the Parties have agreed to the above terms and conditions and offered signatures herein:



Mr. Manoj Agrawal
Executive Vice President,
Maruti Suzuki India Limited




Shri Subodh Dave
Vice Chairman
B. K. Birla College Governing Council, Kalyan

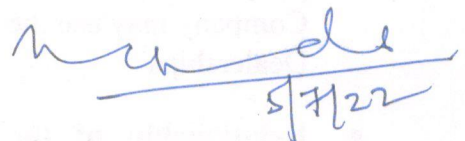
Witness:

1. Mr. Gurdeep Lubana
Head of Dept.,
Vocational Sales and Service Training
MSIL

2. Ms. Ritika Agarwal
Manager,
Vocational Sales and Service Training
MSIL

Witness:

- 1.



- 2.

