



Between:

**TOYOTA KIRLOSKAR MOTOR PRIVATE LIMITED**, a Company incorporated under The Companies Act, 1956, engaged in the business of manufacture and sale of automobiles, having its registered office at plot No.1, Bidadi Industrial Area, Ramanagar District, Pin: 562109, Karnataka, India, hereinafter referred to as "The Company" which term shall mean and include its Affiliates, Officers, Agents, Permitted Successors and Assigns.

And

**BGS Institute of Technology**, BG Nagara established by Sri Adichunchanagiri Shikshana Trust (R.), engaged in the Engineering education, having its Registered Office at Sri Kshetra Adichunchanagiri, Karnataka, India-571418, represented by its Principal, **Dr.B.K.Narendra**, hereinafter referred to as "The Second Party" which term shall mean and include its Affiliates, Officers, Agents, Permitted Successors and Assigns.

Together referred to as Parties.

**WHEREAS**, The Company manufactures automobiles, spare parts for automobiles and assembles them into vehicles in its manufacturing plant at the abovementioned address. Further, as part of The Company's Corporate Social Responsibility, it has undertaken the initiative of donating used engines and transmissions to Educational Institutes for the purpose of educational study and research; Second Party being one of them.

**WHEREAS**, The Second Party accepts the donation made by The Company in good faith. Now, The Parties wish to enter into a Memorandum of Understanding (hereinafter referred to as MOU) to record the terms and conditions of the said engagement.

NOW THIS MOU WITNESSETH AS FOLLOWS:

### 1. ARTICLES DONATED

The Company will donate used engines, transmissions and such other used automobile parts (hereinafter referred to as Articles) as may be useful for the education and study of the students of The Second Party. The articles donated are morefully described in ANNEXURE – A (Asset List).

### 2. USE OF ARTICLES

The Second Party shall provide the Articles to its students and research personnel who will use the Articles to carry out research, study the working of the Articles, understand the science and technology of the Articles and for such other educational purposes as may be required. Educational Purpose shall refer to any purpose that provides and/or enhances the knowledge, skill and understanding of students pertaining to their field of study and does not include in any manner,



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Principal  
B.G.S. Institute of Technology  
B.G.Nagara - 571418  
Nagamangaluru Taluk, Ramanagara Dist.

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Principal  
B.G.S.I.T

any commercial transaction on the Articles whether it is sale or rent of the Article with the motive of earning profits.

### 3. TERMS OF DONATION

The terms of Donation are as under;

- i. The Articles shall be used by the Second Party, including its employees, staff, teachers and students only for educational purpose as described above;
- ii. The Second Party shall ensure that the Articles are not used for any commercial purpose whatsoever;
- iii. The Second Party will ensure no misuse of the Articles is caused of any kind either by itself or its students;
- iv. The Articles shall be used by The Second Party for the purpose and on the terms laid down by The Company;
- v. The Articles shall be included by The Second Party in its list of Assets owned;
- vi. The Company reserves the right to make unannounced inspections and/or visits at/to the office and/or campus of The Second Party, in relation to the use of the Articles by The Second Party;
- vii. In the event of The Second Party wanting to dispose of the Articles, it shall obtain written authorization by The Company before such disposal.
- viii. The Second party shall comply with all applicable laws while disposing/scraping the articles/engines.
- ix. The Second party shall dispose the material only to an authorized recycler authorized by concerned authority.
- x. Any issue/ claim raised by any/ all person(s)/ third party, during or post disposal of scrap/ vehicle shall be the responsibility of The Second Party only.

### 4. VALIDITY AND TERMINATION

- i. This MOU may be terminated by the mutual agreement, in writing, of both the Parties, on terms decided mutually by both the Parties.
- ii. This MOU may be terminated by The Company, at its sole discretion, without notice, if The Second Party is found to be in violation of any of the terms of this MOU. Such termination may, at the sole discretion of The Company which will result in withdrawing the Articles from The Second Party.
- iii. This MOU shall automatically be terminated upon the disposal of the Articles by The Second Party with the written authorization of The Company.

### 5. NOTICE

All notices, requests, demands or other communications required or permitted by the terms of this MOU will be given in writing and delivered to the Parties of this MOU.



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*Principals*

Principal

B.G.S. Institute of Technology

B.G.S. Road, Warananagar

Nagpur District, Warananagar Dist.

*Principals*  
Principal  
B.G.S.I.T

## 6. INDEMINIFICATION

Second Party agrees to indemnify and hold harmless the Company, and its respective Affiliates, Directors, Officers, Agents, and Permitted Successors and Assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, entire legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the Second party, its respective Affiliates, Officers, Agents, and Permitted Successors and Assigns that occurs in connection with this MOU. This indemnification will survive the termination of this MOU.

## 7. DISPUTE RESOLUTION

i. If any dispute, controversy or claim between the Parties arises out of or in connection with this MOU, including the breach, termination or invalidity thereof, the Parties shall use all reasonable endeavours to negotiate, with a view to resolving the Dispute amicably. If a Party gives the other Party notice that a Dispute has arisen and the Parties are unable to resolve the Dispute amicably within 15 (fifteen) days of service of the Dispute Notice (or such longer period as the Parties may mutually agree), then the Dispute shall be referred to arbitration in accordance with law.

*Varenda*  
Principal  
B.G.S.I.T

ii. Any Dispute shall be finally settled by arbitration in terms of the Arbitration and Conciliation Act, 1996 of India by a sole arbitrator, who shall be appointed with the mutual consent of both the Parties. In case the Parties are unable to agree as to the appointment of the sole arbitrator, the arbitrator shall be appointed in accordance with the procedure set out in the Arbitration Act. The venue of the arbitration shall be Bangalore. The language of the arbitration shall be English.

## 8. MODIFICATION OF MOU

Any amendment or modification of this MOU or additional obligations assumed by either Party in connection with this MOU will only be binding if evidenced in writing and signed by each Party or an authorized representative of each Party.

## 9. TITLES/HEADINGS

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this MOU.

## 10. GOVERNING LAW

This MOU shall be governed by, and construed in accordance with the laws of India. Subject to the provisions of clause 7 (Dispute Resolution) above. The courts at Bangalore shall have exclusive jurisdiction in relation to all matters arising out of this MOU.

*Varenda*  
Principal  
B.G.S. Institute of Technology  
B.G.S. Road, 1st Stage,  
New Bellary Road, Bangalore-560078



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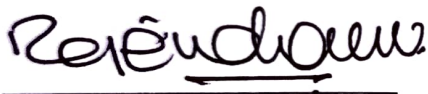
## 11. SEVERABILITY

In the event that any of the provisions of this MOU are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this MOU.

IN WITNESS WHEREOF the Parties have duly affixed their signature under hand and seal on the date mentioned herein above.

TOYOTA KIRLOSKAR MOTOR  
PRIVATE LIMITED

BGS INSTITUTE OF TECHNOLOGY





K V Rajendra Hegde

Dr. B K Narendra

General Manager - EA & CSR - State & BIA

Principal

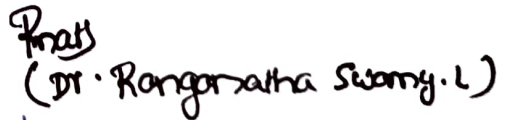
**B.G.S. Institute of Technology**  
B.G. Nagar-571 448.  
Nagamangala Tq, Mandva Dist.

Witness:

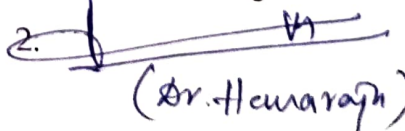
1.

Witness:

1.

  
(Dr. Rangasatha Swamy. L.)

2.

  
(Dr. Hemaraj)