

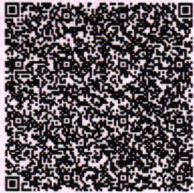


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INDIA NON JUDICIAL Government of Jharkhand

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Certificate Issued Date : 25-Mar-2019 07:23 PM
Account Reference : SHCIL (FI)/ jhshcil01/ BISTUPUR/ JH-ES
Unique Doc. Reference : SUBIN-JHJHSHCIL0119943361598457R
Purchased by : TATASTEEL LTD
Description of Document : Article 5 Agreement or memorandum of an Agreement
Property Description : M O U
Consideration Price (Rs.) : 0
(Zero)
First Party : TATA STEEL LTD
Second Party : EDUCATIONAL INSTITUTE
Stamp Duty Paid By : EDUCATIONAL INSTITUTE
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



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MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN ARKA JAIN UNIVERSITY, JHARKHAND AND TATA STEEL LTD.

This is a Memorandum of Understanding (MOU) dated 28.03.2019 between

ARKA JAIN University, Jharkhand, a multi-disciplinary university and established by an act of state legislation and notified under Government Gazette notification no 490 dated 14th July 2017 having its permanent campus Village Mohanpur, Block – Gamharia, District – Seraikela – Kharsawan and registered office at D-28, Danish Arcade, Opp Asian Inn Hotel, Dhatkidih, P.S – Bistupur, Jamshedpur which expression shall include its successors and assigns)



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2. The onus of checking the legitimacy is on the users of the certificate.
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And

Tata Steel Limited, an Indian multinational steel-making company and a subsidiary of Tata Group, originally incorporated on August 26, 1907 under the Indian Companies Act 1882, having its registered office at Bombay House, 24, Homi Mody Street, Fort, Mumbai - 400 001 (hereafter referred to as '**Tata Steel**' which expression shall include its successors and assigns) for the purpose of undertaking collaborative activities.

ARKA JAIN University, Jharkhand and Tata Steel are hereinafter jointly referred to as the "**Parties**" and individually as the "**Party**".

Whereas

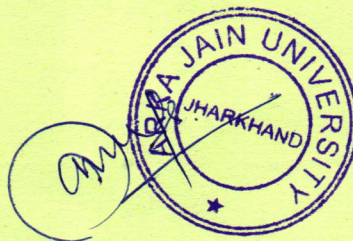
ARKA JAIN University, Jharkhand a multidisciplinary university offers variety of programs ranging from Commerce & Management, Diploma & Engg to Optometry and Biotechnology at various undergraduate and post graduate level. ARKA JAIN University, Jharkhand is promoted by the JGI Group, Bangalore which runs more than 85 educational institutions from preschool to university level. Some of the flag ship institutions include JAIN University, Bangalore rated as on One among the top 5 private university of India and among the top 25 across all university in India (as per India Today Nielsen Survey), JAIN College, Bangalore and JAIN International Residential School. Some of the notable alumni of the group who have made remarkable contribution in the field of sports are:

- Pankaj Advani – Billiard & Snooker Player – 19 Times World Champion, Padma Bhushan, Padma Shri, Rajiv Gandhi Khel Ratna, Arjuna Award for Billiards & Snooker
- Anup Sridhar - World Badminton Player – ARJUNA Award for Badminton
- Shikha Tondon – International Swimmer - ARJUNA Award for Swimming
- Rehan Poncha - International Swimmer – 5 Times national Champion, ARJUNA Award for Swimming
- Rohan Bopanna - Indian professional tennis player, Doubles World Ranking – 03 (2013) Arjuna Award for Lawn Tennis
- Varun Aaron – National Cricketer
- Robin Uthappa – National Cricketer
- Manish Pandey - National Cricketer
- KL Rahul - National Cricketer
- Karun Nair - National Cricketer
- Mayank Sharma - National Cricketer

And

Tata Steel, having fully integrated operations – from mining to the manufacturing and marketing of finished products, is currently the world's second-most geographically diversified steel producer. Tata Steel is engaged, inter alia, in the business of research & development, engineering, design, manufacturing, marketing, selling & servicing of flat and long steel products (such as hot rolled coils, cold rolled coils, rebars, wire rods etc.) being used in Automotive, construction, capital goods and

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infrastructure sectors, as applicable. Tata Steel has leadership position in automotive and select construction segments.

Now therefore, the Parties, accordingly, record their understanding and define the steps to be taken in pursuance thereof, however the Parties to this MOU do not intent to create any binding obligation upon each other to subsequently enter into any business relationship pursuant to the terms agreed upon between them which are stated as under:

1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- (a) to promote interaction between ARKA JAIN University, Jharkhand and Tata Steel in mutually beneficial areas; and
- (b) to provide a formal basis for initiating interaction between ARKA JAIN University, Jharkhand and Tata Steel

through enhancing technical curriculum, upskilling of students, providing recruitment support and providing expert consultancy services.

2. AREAS OF COLLABORATION

The areas of collaboration between the Parties as contemplated in this MOU are as set out in **Annexure A**. In the event, the Parties intends to extend collaboration in other areas, then the Parties shall execute a separate agreement on the terms and conditions as may be mutually agreed between the Parties.

3. CONFIDENTIALITY

- 3.1 It is recorded that each Party will, by virtue of its association with the other, gain access to and/or possession of confidential information relating to the other Party, namely –
 - 3.1.1 trade secrets;
 - 3.1.2 the contractual and financial arrangements between the Party and its business associates;
 - 3.1.3 the said Party's financial details, including, without limitation, details of the remuneration paid by the Party to its employees;
 - 3.1.4 all other matters which relate to the Party's business and in respect of which information is not readily available in the ordinary course of the business to a competitor of the Party;
 - 3.1.5 any information obtained in terms, or arising from the implementation, of this MOU, (hereinafter collectively referred to as "Confidential Information").
- 3.2 Such Confidential Information shall be treated as strictly confidential by the Parties and shall not be used, divulged or permitted to be divulged to any person not being a Party to this MOU, without the prior written consent of the other Party –



- 3.2.1 each Party shall be entitled to disclose such information to such of its employees, officers and Affiliates who need to know for the purposes of this MOU. Before revealing such information to any such employees, officers and Affiliates each Party undertakes to procure that such employees, officers and Affiliates are aware of the confidential nature of the information being made available to them;
- 3.2.2 any information which is required to be furnished by law or by existing contract or by any stock exchange on which the shares of a Party are or may be listed may be so furnished;
- 3.2.3 no Party shall be precluded from using or divulging such information in order to pursue any legal remedy available to it; and
- 3.3 Notwithstanding anything to the contrary contained herein, information that –
- 3.3.1 is or becomes available to the general public, other than as a result of a breach of the provisions of this MOU;
- 3.3.2 was, prior to the Signature Date, already known by or in the possession of the Party and is not otherwise subject to an obligation of confidence;
- 3.3.3 was independently developed by a Party without the direct or indirect use of or reliance on Confidential Information; or
- 3.3.4 was rightfully and lawfully received by a Party from a third party and is not otherwise subject to an obligation of confidence,
- 3.3.5 shall not be deemed to be Confidential Information for the purposes of this Clause 5.

4. PROGRAM ADMINISTRATION

One member each from both the parties will be single point of contact for execution of this MOU.

5. NON-EXCLUSIVITY

The relationship of the Parties under this MOU shall be non-exclusive and the Parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

6. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the Parties, shall expire twelve (12) months from the date of its signing by the Parties. This MOU may be amended or terminated earlier by mutual written agreement of the Parties. Either Party shall have the right to unilaterally terminate this MOU upon ninety (90) days prior written notice to the other Party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the Parties specified in Clause 6 above, or any other agreement entered by Parties pursuant to this MOU.



7. RELATIONSHIP

This MOU is on a 'Principal-to-Principal' basis between the Parties hereto. Nothing contained in this MOU shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the Parties.

8. AMENDMENT

No amendment or change hereof or addition hereto shall be effective or binding upon any of the Parties hereto unless the same is reduced in writing and executed by the Parties hereto.

9. WAIVER

Failure of either Party to enforce compliance with any term or condition of this collaboration shall not constitute a waiver of such term or condition or the right to subsequently enforce such term or condition in the future. No waiver, by either Party, of any provision of this collaboration shall, in any event, become effective unless the same shall be in writing and such waiver shall be effective only in the specific instance described and for the purpose that the waiver is given.

10. SEVERABILITY

If any or more provisions of this MOU are found to be invalid in law for any reasons, the same will not affect the validity of the other provisions of the MOU and Parties will endeavor to rectify and revalidate such provision if possible, with a valid and effective provision, the beneficial effect of which being closest to the original provision which is revised and rectified. The revised provision will be deemed to have come into effect as of the same time at which the original provision came into being.

11. NOTICES

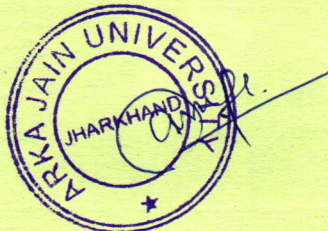
All notices or other communications between the Parties will be made in writing, which may be personally served, or sent through facsimile or electronic mail at the addresses and telephone numbers mentioned below. Changes in the addresses or numbers, if any, will be informed in writing. Notices will be deemed to have been served on the date of their receipt by the other Party.

To
Chief Capability Development
Tata Steel, SNTI
N – Road, Bistupur, Jamshedpur – 831001, Jharkhand, India.
Email: prakashs@tatasteel.com

12. INDEMNITY

Either Party shall comply with the provisions of all statues, ordinances, rules and regulations applicable to this MOU and shall obtain all necessary registrations, licenses, approvals and sanction under the laws applicable including all labour and allied legislations. Each party agrees to indemnify and hold harmless the other, their affiliates and respective officers, directors, employees, advisors, and agents (each, an "indemnified person") from and against any and all

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losses, claims, damages and liabilities to which any such indemnified person may become subject arising out of or in connection with or pursuant to the provisions of this MOU. This indemnity shall survive the termination/expiry of this MOU.

13. LIABILITY

- 13.1 Save and except as provided in Clause 6 of this MOU, neither Party shall have any liability against the other Party nor this MOU shall confer any right or remedy against either of the Parties for any act, omission, commission in performing or complying with, or any failure by either of the Parties to perform or comply with any obligation under or term of this MOU.
- 13.2 ARKA JAIN University, Jharkhand hereby undertakes to indemnify and keep Tata Steel always indemnified from all losses and expenses incurred due to disclosure of any Confidential Information under this MOU. This indemnification shall survive the expiry or termination of this MOU.

14. INTELLECTUAL PROPERTY

- 14.1 All right and title to any intellectual property rights (IPR) which is solely developed or invented by a Party shall be owned solely by that Party ("Sole Project Results"), and all rights and title to any such IPR which is jointly developed or invented by the Parties shall be jointly owned by the Parties as joint tenants ("Joint Collaboration Results").

15. FORCE MAJEURE

- 15.1 Force majeure means any of the following events or circumstances, whether occurring anywhere in India, or any combination of such events or circumstances, which are beyond the reasonable control of the affected Party, which could not have been prevented by good industry practice or by the exercise of reasonable skill and care, and which, or any consequences of which, have a material and adverse effect upon the performance by the affected Party of its obligations under the MOU:
- (a) Strikes, lock-outs or other, industrial action or labour disputes which are not primarily motivated by the desire to influence the actions of an enterprise so as to preserve or improve conditions of employment;
 - (b) act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, bombs, religious strife, insurrection or civil commotion;
 - (c) sabotage, terrorism or the threat of such acts;
 - (d) except to the extent that they constitute remedies or sanctions lawfully exercised by a Competent Authority as a result of any breach by the affected Party, its sub-Service Provider, servants or agents of Indian law or any Directive in effect on the date of the MOU, any act of state or other exercise of a sovereign, judicial or executive prerogative by GOI, GOM, or any Competent Authority (including expropriation, nationalization or compulsory acquisition and acts claimed to be justified by executive necessity);



- (e) explosions, chemical or radioactive contamination or ionizing radiation (excluding circumstances where the source or cause of the explosion or contamination or radiation is brought or has been brought onto or near the site by the affected Party or those employed or engaged by the affected Party unless it is or was essential for the performance of obligations as envisaged in this MOU);
 - (f) lightning, earthquake, tempest, flooding, fire, cyclone, hurricane, typhoon, tidal waves, whirlwind, storm and other unusual or extreme adverse weather or environmental conditions or action of the elements (excluding, unless exceptionally adverse, the monsoon), meteorites;
 - (g) epidemic or plague;
 - (h) act of God; and
 - (i) any event or circumstances of a nature analogous to the foregoing.
- (hereinafter collectively referred to as "Force Majeure").

15.2 Neither Party shall be held responsible for non-fulfillment of their respective obligations under this MOU due to the exigency of one or more of the Force Majeure events. The Party affected by Force Majeure shall give a written notice to the other Party within thirty (30) days of such occurrence of cessation. If the Force Majeure conditions continue beyond six (6) months, the Parties shall mutually decide about the future course of action.

15.3 Suspension of obligations in the event of Force Majeure

If either Party is prevented or delayed from or in performing any of its obligations under the collaboration by an event of Force Majeure, then it may notify the other Party of the circumstances constituting the Force Majeure and of the obligations, the performance of which is thereby delayed or prevented, and the Party giving the notice shall thereupon be excused from the performance or punctual performance, as the case may be, of such obligations for so long as the circumstances of prevention or delay may continue. The Parties shall upon the occurrence of a Force Majeure event, agree upon a mutually acceptable extension to the Guaranteed Completion Date, in the manner specified.

16. Governing Law and Dispute Resolution

16.1 Subject to Clause, this MOU shall be governed by the laws of India and subject to exclusive jurisdiction of the Courts in Mumbai, Maharashtra.

16.2 In the event any dispute or difference arises out of or in connection with the interpretation or implementation of this MOU, or out of or in connection with the breach, or alleged breach of the MOU (hereinafter referred to as the "Dispute") between the Parties, both of them shall attempt in the first instance to resolve the Dispute through friendly consultations. If the Dispute is not resolved through friendly consultations within thirty (30) days after either of the Party informing the other Party in writing of the existence of the Dispute, then either Party may refer the Dispute for resolution by arbitration through a sole arbitrator to be nominated by Tata Steel. The provisions of the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory re-

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enactment or modification for the time being in force shall govern the arbitration. The seat and venue of the arbitration shall be at Mumbai, Maharashtra. The language of arbitration shall be English. The Parties shall share the cost of arbitration equally. The arbitration award shall be final and binding on the Parties.

17. COSTS OF THE MOU

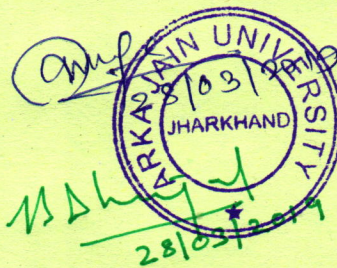
Each Party shall bear the respective costs of carrying out the obligations under this MOU.

18. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.


By signing below, the Parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

Signed and delivered on behalf of)
ARKA JAIN University, Jharkhand by Mr.Amit Kumar)
Shrivastav, Director)



In the presence of Mr. Jasbir Singh Dhanjal , Registrar,)
ARKA JAIN University, Jharkhand)

Signed and delivered on behalf of Tata Steel Limited)
by Mr. Prakash Singh, Chief Capability Development)



in the presence of Mr. Pawan Kumar, Sr. Manager,)
Capability Development)

Areas of Collaboration - Initial scope of engagement between Tata Steel & ARKA JAIN University, Jharkhand

- I. **Upskilling of students-** The industry-connect which will enable them to increase their literacy, technical skill & supervisory skill. Enhancing the personality development aspect of an individual through soft skills, **E-learning** modules. The technical curriculum E-learning specially designed for electrical, Mechanical & Metallurgy students by subject matter expert(SMEs) of SNTI
- II. **Faculty & SMEs support** -Giving a chance to the students to have an interaction with SMEs of Tata Steel to enhance their employability and giving them actual industry flavor of today
- III. **Recruitment support-** We would help the best students from different branches who have been enrolled in our E-learning modules with the recruitment aspect. The university will automatically be empaneled for the **JET examination** for Engineering and Diploma students during the period of contract.
- IV. **Infrastructure consultancy-** Consultancy support on how the quality of infrastructure for different technical labs can be increased and brought to the level of industry acceptance.
- V. **Recruitment and training of faculty-** The subject matter experts can be sent to the colleges to train the faculty of the college on certain new industry practices. We may also help the college for getting the best in class faculty recruited for them.
- VI. **Industrial training and plant visit** – Industry oriented training on niche topics related to different streams of the college will be taken by our subject matter experts at our own facility. On the final day, a plant visit will be organized for the students attending the training.
- VII. **Consultancy for developing Center of Excellence** – Aiming to bridge the academia-industry gap, we would help a college come up with a Center of Excellence on varied topics in which we have expertise in. It would benefit the students to learn about the nuances faced during actual working in the industry.



Commercials

Offerings	Validity (months)	Course Duration (Hrs)	Charge Per License (For MoU Colleges) (in Rs) + applicable taxes
1) E-learning Courses			
Non-Technical Modules (Nos.)			
a) TQM	3	3.5	1000
b) Industry 4.0	3	5.5	1500
c) English Course*	3	160	1313
c) Soft-skills*	12	200	3500
d) Safety Dupont*	3	9	2500
Technical Modules (Nos.)			
a) Bearings	3	4	1000
b) Instrumentation	3	4	
c) Gearbox	3	4	
d) Hydraulics	3	4	
e) Induction Motors	3	4	
f) Primary Steelmaking	3	4	
g) Transformers	3	4	
h) Heat Treatment	3	4	
i) Industry Safety Standards	3	23	1500
2) Extension of validity (3 months) only for non-starred e-learning product	3	-	200
2) E-learning Technical Curriculum for Mech/Electrical/Metallurgy	6	50	4000
3) Faculty charges for taking classes per day	-	-	10000
4) Infrastructure Consultancy charges for workshops	-	-	Free
5) 5-day focussed training on industrial topic accompanied with an industrial visit (Batch of 20 students)-	-	-	7500/person/visit
6) Recruitment support to enrolled students for other external companies	-	-	Free
7) Recruitment of faculty certified by Tata Steel	-	-	10000/faculty
8) Consultancy charges for development of Centre Of Excellence (CoE)	-	-	15000/man-day

