



## Government of Jharkhand

### Receipt of Online Payment of Stamp Duty

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Receipt Date : 08-Jun-2022 08:51:44 pm

Receipt Amount : 500/-

Amount In Words : Five Hundred Rupees Only

Document Type : Agreement or Memorandum of an Agreement

District Name : EastSinghbhum

Stamp Duty Paid By : TATA MOTORS LIMITED

Purpose of stamp duty paid : MEMORANDUM OF UNDERSTANDING

First Party Name : ARKA JAIN UNIVERSITY

Second Party Name : TATA MOTORS LIMITED

GRN Number : 2211595521



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इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट, फोटो कॉपी आदि द्वारा इसी रसीद का दूसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

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Date: 08/06/2022

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU" hereinafter) is made at Jamshedpur on this day 11<sup>th</sup> July, 2022 which has come into effect from the said date as per the mutually agreed terms and conditions by and between

Tata Motors Limited, a company registered under the Indian Companies Act 1913, has registered office at Bombay House, 24 Homi Mody Street, Fort, Mumbai - 400 001 (hereafter referred to as 'Tata Motors' which expression shall include its successors and assigns) for the purpose of undertaking collaborative activities.

And

ARKA JAIN University, (AJU) a private University established in the year 2017, by the JHARKHAND State Legislature under "The ARKA JAIN University Act" of 2017, having its permanent campus and Office at Mohanpur, Gamharia, Distt - Seraikela - Kharsawan, State - Jharkhand, Pin - 832108.

Tata Motors and AJU are hereinafter jointly referred to as the "Parties" and individually as the "Party".

Whereas

(a) AJU, a private University established in the year 2017 by the JHARKHAND State Legislature under "The ARKA JAIN University Act" of 2017, having its permanent campus and Office at Mohanpur, Gamharia, Distt - Seraikela - Kharsawan, State - Jharkhand, Pin - 832108. The University is providing Diploma Engineering programmes such as Mechanical, Computer Science and Electrical & Electronics.

(b) Tata Motors is engaged, inter alia, in the business of research & development, engineering, design, manufacturing, marketing, selling & servicing of commercial vehicles and passengers cars including defense / special purpose vehicles / equipment / mobility solutions and the components and spare parts thereof.

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. Definitions:

a. "Admit / Admission / Admitting" shall mean completion of admission process by the Eligible Employee by submitting documents and certificates as required by the University and by making part or full payment of The programme fees to enrol himself / herself for the Programme and to make himself / herself eligible to attend and complete the Programme.

b. "Programme/s" shall mean Programme/s mentioned under Annexure - A



*[Handwritten signature]*

Signed in my presence  
Advocate  
Date: .....

- c. "Programme Fees" shall mean and include all kinds of fees charged by the University for Admitting the Eligible employee for the Programme and shall include the fees towards the required hours of coaching / guiding / practical / examinations, certification / convocation / raw materials and manuals required for performing the laboratory experiments for the Programme and shall exclude the Other Costs (as defined hereinafter).
- d. "Eligibility Criteria" shall mean those Employees of the Tata Motors who are fulfilling the eligibility criteria's as decided mutually by the Tata Motors and AJU to nominate them sponsorship of the programme.
- e. "Eligible Employees" shall mean those Employees of the Tata Motors who fulfils the Eligibility Criteria mentioned above.
- f. "Employees" shall mean employees enrolled on the payroll of the Tata Motors.
- g. "Other Costs / Expenses" shall mean the costs and expenses not directly related to the Programme but may be required to be incurred for Successful Completion of the Programme (as defined hereinafter) and shall include hostel / boarding fees, cost of books and study materials not published by AJU, repeat registration fees or other miscellaneous costs required to be incurred for successful completion of the Programme.
- h. "Sponsor(ed) / Sponsorship" shall mean where the Tata Motors supports financially to its Eligible Employees facilitating them to obtain Admission for the Programme by making payment of Programme Fees to the AJU.
- i. "Successful Completion of the Programme" shall mean where Eligible Employee completes required number of credits by attending the lectures/Practical/field courses and thereafter, upon passing the examinations receives the diploma certificate/s and mark sheet/s indicating that the Eligible Employee has passed and successfully completed the Course.
- j. "Term" shall mean the period as defined under clause 16 herein below for which this MoU shall remain effective, binding and subsisting on the Parties hereto.

## 2. OBJECTIVES OF THE MOU

The objectives of this Memorandum of Understanding are

- a. to promote interaction between, AJU and Tata Motors in mutually beneficial areas; and
- b. to provide a formal basis for initiating interaction between AJU and Tata Motors

## 3. PROPOSED MODES OF COLLABORATION

AJU and Tata Motors propose to collaborate through one or more of the following:



Signed, Put L. in my presence  
 Advocate  
 Date: .. 11/10/2014

- a. training / education of Tata Motors employees through continuing education programmes conducted by AJU in areas of interest to Tata Motors;
- b. training / education including practical exposure, of AJU faculty, through workshops conducted by Tata Motors in areas of interest to AJU and Tata Motors;
- c. Opportunities to AJU Diploma / B.TECH/ MBA/ BCA/ BBA/ B.COM students for industrial visits, internship projects by Tata Motors in areas of mutual interest;
- d. any other appropriate mode of collaboration as may as may be agreed in writing by the Parties.

#### 4. 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.

#### 5. ELIGIBILITY CRITERIA FOR ADMISSION:

- a. The candidate nominated by Tata Motors must have completed 10+2 (with Phy., Chem. & Math.) / full time two or one-year Industrial Training Institute (ITI)/ Ex. FTAs of Tata Motors with good academic performance or above in qualifying examination and should produce all documentary evidences to that effect, whenever asked by AJU ;
- b. The Tata Motors will select those Employees who meets the Eligibility Criteria and may nominate them to the AJU ;
- c. The Tata Motors as well as AJU, both, may call for any such documentations and certifications from the Employee as it may deems fit to decide whether Employees are fulfilling the Eligibility Criteria or not. The final decision on whether Employees are fulfilling the Eligibility Criteria or not shall vest with Tata Motors and AJU jointly. Once Tata Motors selects and Sponsors candidates fulfilling the mutually agreed Eligibility Criteria's, AJU shall not reject the Admission of such candidate to the Programme for whatsoever reasons;
- d. In case, the Tata Motors is not willing to nominate or Sponsor an Employee or anyone from outside who meets the eligibility criteria, such employee shall not be eligible to get-admitted for the Programme.



*[Handwritten signature]*

*[Handwritten signature]*  
 signed Put L. in my presence  
 Advocate  
 Date: 11.07.2018



e. Eligibility Criteria for lateral entry to Diploma in Engineering Programme:

Programme	Duration	Eligibility
All Programmes (Lateral Entry to Second Year Diploma)	2 years	Passed 10+2 examination with Physics/ Mathematics / Chemistry/ Computer Science/Electronics/Information Technology/ Biology/Informatics Practices/ Biotechnology/ Technical Vocational subject/ Agriculture/ Engineering Graphics/ Business Studies/Entrepreneurship.
		For Mechanical Engineering ( Mandatory Subjects at 10+2 Level - Phy, Chem, Maths)
		Electrical & Electronics Engineering (Mandatory Subjects at 10+2 Level - Phy, Maths)
		Or
		10th + (2 years ITI) or Ex-FTAs of Tata Motors, shall be eligible for admission to Second Year Diploma Course(s) in ANY branch of Engineering and Technology.
		(The Affiliating Body will offer suitable bridge courses such as Mathematics, Physics, Engineering drawing, etc., for the students coming from diverse backgrounds to achieve desired learning outcomes of the programme)

SPONSORSHIP OF ELIGIBLE EMPLOYEES:

The Tata Motors Shall Sponsor such number of Eligible Employees for the Programme as it may deems fit in each batch (30 – 45 nos) to be conducted annually during the Term mentioned hereinabove as per mutual written arrangement between the Tata Motors and AJU from time to time.

7. Programme FEES:

- The Programme Fees shall be as follows: Refer to Annexure-A.
- Once the required Eligibility Criteria's are fulfilled and once AJU agrees to admit the Eligible Employee nominated by the Tata Motors for the Programme, the AJU shall inform the same in writing to the Eligible Employee as well as to the Tata Motors about such Admission. In case, Eligible Employee leaves Tata Motors, after making part or full payment of Programme Fees by the Tata Motors before the commencement of the program, the Tata Motors shall be

eligible either to nominate any other Employee fulfilling the Eligibility Criteria's for the same Programme or AJU shall refund Tata Motors the entire Programme Fees paid by Tata Motors for those individuals. In case, Tata Motors nominates another Employee fulfilling the Eligibility Criteria the AJU shall be allow such newly nominated Eligible Employee to the Programme.

- c. The detailed name of the Programme, Syllabus/Curriculum, its duration, number of hours of lectures and practical /projects, Admission process, detailed Programme Fee structure, cut-off dates to make payment of Programme fees and other important cut-off dates, etc. for the Programme along with all other relevant information is annexed as Annexure-A to this MOU. The AJU, for any reasons whatsoever, neither shall reduce the duration of the Programme nor shall reduce the number of hours of lectures, guidance, practical, projects, examinations, etc. nor shall change the structure of the Programme for any reasons whatsoever. The declared fees will be valid for the first two batches, thereafter it will be reviewed every year.
- d. The Programme Fees will be paid per semester per employee for all the Sponsored Eligible Employees by the Tata Motors to the AJU. AJU shall raise invoices on Tata Motors for each Eligible Employee obtaining an Admission to the Programme for each semester separately.
- e. The Eligible Employee shall bear the Other Costs and Tata Motors shall not be in any manner held responsible or liable towards this cost.
- f. The capital expenditure, other costs and expenses for the development of infrastructure to provide additional benefits and facilities to Sponsored Eligible Employees, maintaining qualified and experienced faculties for teaching, guiding, training, practical's, etc. shall be solely by borne by the AJU. The AJU shall maintain the required infrastructure like enough lighting, air-conditioning, number of electrical points to be used for charging laptops and other equipment's, clean and hygiene toilet facilities, conference / discussion rooms, spacious library with sufficient books and laboratories with sufficient equipment required for Successful Completion of the Programme.

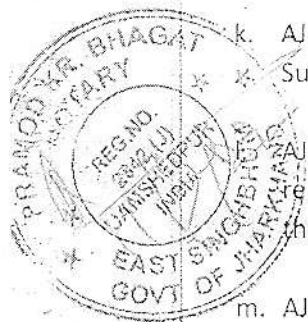
In case of not fulfilling, the requirements to pass the course, the AJU shall charge repeat registration fees as per existing AJU norms.

#### 8. MAJOR RESPONSIBILITIES AND OBLIGATIONS OF THE AJU:

- a. AJU shall be responsible to name and details or Programme Its duration, admission process, detailed fee structure, Eligibility Criteria's, etc. along with schedule of cut-off dates well-in-advance;
- b. AJU shall be responsible to declare the detailed syllabus or curriculum of the courses of the Programme along with total number of hours of lectures, guidance, practical, examinations required, division of number of hours between lectures, practical and projects, etc) designed

in collaboration with the Tata Motors and approved by AJU before commencement of the Admission to the Programme;

- c. AJU shall be responsible for Admitting Eligible Employees as nominated and Sponsored by the Tata Motors for the Programme on fulfilling the Eligibility Criteria's;
- d. AJU undertakes to inform in writing to the Eligible Employee as well as to the Tata Motors about the selected employees for the Admission to the Programme;
- e. AJU undertakes to keep informed and updated to Sponsored Eligible employees about the commencement date of the Programme any update or change in schedule of lectures, presentations, projects, practical, submissions, exams, etc.;
- f. AJU shall appoint a guide / mentor for the Sponsored Eligible Employees for their academic and other developments, projects, practical, etc.;
- g. AJU shall also be responsible to conduct all evaluation components of various courses of the Programme for Sponsored Eligible Employees at work either outside or inside the Tata Motors with prior written approval of the Tata Motors; AJU shall conduct periodic examination and conduct evaluation process of Sponsored Eligible Employees and shall report the same to the Tata Motors as well as to such Sponsored Eligible Employee;
- h. AJU shall bear all the expenses pertaining to raw materials and manuals required for performing the laboratory experiments, facilities like library / course materials and any other facilities for the Successful Completion of the Programme;
- i. AJU shall pay required attention towards academic development of Sponsored Eligible Employees and shall keep updated and informed to the Tata Motors about the same from time to time;
- j. AJU shall allow Sponsored Eligible Employee to obtain Admission for the Programme post obtaining necessary approval from Tata Motors;
- k. AJU shall issue mark sheets, certificates, diploma to Sponsored Eligible Employees after Successful Completion of the Programme without co-branding it with Tata Motors;
- l. AJU shall not charge any fees, charges by whatever name called and on account of whatsoever reason without from the Tata Motors on from the sponsored Eligible Employee in addition to the Programme Fees mentioned in Annexure - A;
- m. AJU shall not permit any candidate leaving Tata Motors during the Programme to pursue the same externally.
- n. AJU shall bear expenses of its faculty and shall also bear the expenses and costs towards any infrastructure development required to be done for the Successful Completion of the Programme or for providing additional facilities to Sponsored Eligible Employees;
- o. AJU shall form a coordination committee ("Committee") consisting of three members representatives each from AJU and from the Tata Motors, both. The Committee shall meet



periodically as mutually decided in advance, to review the performance of the Parties under this MOU. This meeting shall be at specified intervals and all Committee members shall participate in it.

- p. AJU shall conduct AJU CET (Arka Jain University Combined Entrance Test) examination for TATA MOTORS employees who have applied for the programme.

9. SCHEDULE, ATTENDANCE AND OTHER DETAILS OF THE PROGRAMME:

The Programme will be conducted and delivered at AJU & TATA MOTORS Campus as per the mutual agreement between Tata Motors and AJU maintaining the required study hours. The conduction of theory classes will be held at MTC, Tata Motors and practical classes will be held at AJU campus. The TATA MOTORS will take best of efforts to make the Sponsored Eligible Employee's schedule free. Attendance requirements will be as per AJU norms. During the progress of the Programme, wherever required / possible, the Sponsored Eligible Employee will meet either outside or inside the AJU campus, for a detailed discussion and peer interaction with faculty. This is apart from the regular Programme requirements as indicated earlier like Semester Examinations, practicals and project evaluation. The Sponsored Eligible Employees have to bear Other Expenses on their own. The AJU shall provide raw materials required for performing the laboratory experiments, Laboratory manuals and handouts as and when required for successful Completion of various courses of the Programme. The AJU shall also make available to Sponsored Eligible Employees its physical library as well as e-library to study and to prepare projects and presentations. The Sponsored eligible employees can complete their academic requirements within 2.5 years from the date of admission, however, it may be extended further for 6 months, if required and decided by a joint program committee. The AJU shall inform the Sponsored Eligible Employee and the Tata Motors, both, about the progress of each Sponsored Eligible Employee at the end of each semester in writing. All the Sponsored Eligible Employees admitted to the Programme will follow the curriculum, syllabus for each Course and ordinances and regulations as approved by the AJU.

10. EXAMINATION AND EVALUATION:

Each semester examinations will be conducted as per the AJU norms. The examination will be conducted at MTC, TATA MOTORS under the supervision of AJU, as per the directions of the AJU.

11. CRITERIA FOR COMPLETION OF PROGRAMME:

Upon Successful Completion of the Programme as prescribed by the UGC, an Eligible Employee will be awarded a Diploma in Engineering as per the discipline, which they have opted.

12. AGREEMENTS FOR COLLABORATION INCLUDING RESEARCH COLLABORATION

- a. This MOU is not intended to constitute any obligation to execute any definitive agreements. Execution agreement would also be subject to acceptance of feasibility report as envisaged in



Signed \_\_\_\_\_  
in my presence

Date: ...



Clause 6 and the proper approval processes of both Parties as well as to the consents of such other authorities and third parties as might be required. The failure by either Party to enter into any of the definitive agreements for implementation of the collaboration and non-acceptance of feasibility report shall not be used by any Party as a ground to claim any compensation or indemnification for loss of business, or profit or employment from the other Party.

- b. This MOU creates no right or obligation of the Parties to enter into business relationships with each other. Similarly, no license or other rights of trademarks and any other intellectual property rights are implied or granted under this MOU. Title and all other proprietary rights in the information disclosed under this MOU owned by the Party disclosing the same shall remain vested with that Party.
- c. Each area or part of collaboration undertaken by the Parties hereunder shall begin upon signing of a separate agreement, on the terms and conditions as may be mutually agreed between the Parties, which will describe in detail:
  - i. the nature, scope and schedule of the collaboration
  - ii. the form of the collaboration.
  - iii. the estimated cost of the collaboration together with the amount of funding, if any, to be received from third parties.
- d. the treatment of intellectual property and data rights, including patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered etc.), which result from the research collaboration or which belong to a Party and are used in research collaboration.

other provisions as may be mutually agreed upon, including but not limited to provisions covering the consequences of default or termination by a participant, term, arbitration of disputes and applicable law.

### 13. CONFIDENTIALITY:

- a) 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 -

- i. know-how, methods, organizational structures and techniques employed in the business of the said Party;
- ii. the contractual and financial arrangements between the Party and its business associates;
- iii. the said Party's financial details, including, without limitation, details of the remuneration paid by the Party to its employees;
- iv. 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;



Signed & sealed  
by mv  
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Date: 11/11/2022

v. any information obtained in terms, or arising from the implementation, of this MOU, (hereinafter collectively referred to as "Confidential Information").

b) 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, save that –

i. 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;

ii. 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;

iii. No Party shall be precluded from using or divulging such information in order to pursue any legal remedy available to it; and

iv. Each Party shall be entitled to disclose such information to its professional advisors, agents and its auditors, provided that such professional advisors and auditors agree in writing to be bound by the provisions of this Clause 5 as if they were parties hereto.

c). notwithstanding anything to the contrary contained herein, information that –

i. is or becomes available to the general public, other than as a result of a breach of the provisions of this MOU;

ii. 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;

iii. was independently developed by a Party without the direct or indirect use of or reliance on Confidential Information; or

iv. was rightfully and lawfully received by a Party from a third party and is not otherwise subject to an obligation of confidence;

v. shall not be deemed to be Confidential Information for the purposes of this Clause 5.

d). Both the Parties will enter into a non-disclosure agreement when dealing with any confidential information.



#### 14. PROGRAMME ADMINISTRATION:

A joint programme committee (Committee) shall steer the said collaboration programme. A programme committee of three members each will be formed consisting of a nominee each of the Parties for campus programmes & industry engagement as co-chairman, and two additional nominees each from Tata Motors and AJU as members.

#### 15. 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.

#### 16. TERMS AND TERMINATION:

This MOU, unless extended by mutual written agreement of the Parties, shall expire sixty (60) 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 5 above, or any other agreement entered by Parties pursuant to this MOU.

#### 17. 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.

#### 18. ASSIGNMENT:

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

#### 19. 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.

#### 20. 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



*[Handwritten signatures and initials]*  
Signed by L.L.L. in my presence  
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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.

#### 21. 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 endeavour 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.

#### 22. 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.

##### Tata Motors

1.Name: Vishal Badshah  
Designation: Head- Jamshedpur Plant  
Address: Tata Motors Ltd.  
E-mail: [vbadshah@tatamotors.com](mailto:vbadshah@tatamotors.com)

2. Name: Deepak Kumar  
Designation: G.M. (ER,CSR & Skill Development)  
Address: Tata Motors Ltd., Jamshedpur  
E-mail: [deepak.kumar@tatamotors.com](mailto:deepak.kumar@tatamotors.com)  
Mobile: 9005090832

##### ARKA JAIN University

1.Name: Dr. S. S. Razi  
Designation: Vice Chancellor  
Address: Arka Jain University  
E-mail: [vc@arkajainuniversity.ac.in](mailto:vc@arkajainuniversity.ac.in)  
Mobile: 9431117839

2. Name: Himanshu Kumar Sinha  
Designation: Associate Dean (Trg. & Placement)  
Address: Arka Jain University  
E-mail: [himanshu.s@arkajainuniversity.ac.in](mailto:himanshu.s@arkajainuniversity.ac.in)  
Mobile: 84068 00561

#### 23. INDEMNITY:

Either Party shall comply with the provisions of all statutes, 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 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.

#### 24. LIABILITY:

- a) Save and except as provided in Clause 5 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.



- b) AJU hereby undertakes to indemnify and keep Tata Motors 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.

#### 25. RESEARCH PROJECTS:

The Parties agree for participation in research and development projects of mutual interest, which are both of high priority for the industry and higher academic value. However, the cost and expenses incurred in conducting the research and development activities shall be mutually decided between AJU and Tata Motors.

#### 26. INTELLECTUAL PROPERTY:

- a) 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").
- b) Without prejudice to the Clause 26.1, Tata Motors shall have all rights, title to all IPR developed, and invented by AJU in any project, which is funded by Tata Motors.

#### 27. FORCE MAJEURE:

- a) Force majeure means any of the following events or circumstances, whether occurring anywhere in India or specifically in the State of Jharkhand 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:
- i. Strikes, lock-outs or other, industrial action or labor 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;
  - ii. 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;
  - iii. sabotage, terrorism or the threat of such acts;

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 Gol, Govt. of Jharkhand or any Competent Authority (including



in my presence

- expropriation, nationalization or compulsory acquisition and acts claimed to be justified by executive necessity);
- v. 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);
  - vi. 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;
  - vii. epidemic or plague;
  - viii. act of God; and
  - ix. any event or circumstances of a nature analogous to the foregoing. (hereinafter collectively referred to as "Force Majeure").
- c) Neither Party shall be held responsible for non-fulfilment 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;
- d) Suspension of obligations in the event of Force Majeure;
- e) 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;
- f) Performance to Continue

Upon the occurrence of any circumstances of Force Majeure, AUJ shall use all reasonable endeavours to continue to perform its obligations and to minimize the adverse effects of such circumstances. AUJ shall notify Tata Motors of the steps it proposes to take including any reasonable alternative means for performance.



## 28. GOVERNING LAW AND DISPUTE RESOLUTION:

- a) This MOU shall be governed by the laws of India and subject to exclusive jurisdiction of the Courts in Jamshedpur, Jharkhand
- b) 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 an arbitrator to be nominated jointly by Tata Motors and AJU. The provisions of the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory re-enactment or modification for the time being in force shall govern the arbitration. The seat and venue of the arbitration shall be at Jamshedpur, Jharkhand. 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.

## 29. COSTS OF THE MOU:

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

## 30. SIGNED IN DUPLICATE:

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

For Tata Motors limited

1. Name: Vishal Badshah

Designation: Head- Jamshedpur Plant

2. Name: Deepak Kumar

Designation: G.M. (ER, CSR & Skill Development)

Witnesses:

1. Name: Anand Vardhan  
Designation: G.M. (Legal)

2. Name: Soumik Roy

Designation: DGM (HR)

Attested by the Executants/Executants who Signed/ Put L.T.I. in my Presence of Gri. Advocate District Court, Jamshedpur and also identified by him.

Pramod Kr. Bhagat  
NOTARY  
E. Singhbhum, JSP

For ARKA JAIN University

1. Name: Dr S.S. Razi

Designation: Vice Chancellor

2. Name: Himanshu Kumar Sinha

Designation: Associate Dean (T&P)

1. Name: Amit Kumar Shrivastava  
Designation: Director

2. Name: Prof. Ashwini Kumar  
Designation: Associate Dean



Signed Put L.T.I. in my Presence of Advocate

Date: ... Page-14

## ANNEXURE A

### Areas of Collaboration & Commercials

#### 1. Programme Details

Sr. No.	Program Name	Duration of Course
1	Diploma in Mechanical Engineering – Lateral Entry	2 Years
2	Diploma in Electrical & Electronics Engineering – Lateral Entry	2 Years

2. Admission Process - AJU shall conduct AJU CET (Arka Jain University Combined Entrance Test) examination of TATA MOTORS employees who have applied for the programme.

#### 3. Fee Structure

Particulars	Amount (In Rupees)
Admission Fee	Rs. 5,000/- (One Time)
Semester Fee	Rs. 19,000/- Per Semester
Semester Examination Fee	Rs. 1,000/- Per Semester
Total Annual Fee per Participant	Rs. 40,000
Total Course Fee (for 2 yrs) per Participant	Rs. 85,000

4. Syllabus/Course curriculum – Annexure –B

5. Bridge Programme: AJU will provide a Bridge Programme (duration being 30 to 45 days maximum).- Annexure -C

Attested the signatures of the  
Executant/Executants, who Signed/  
Put L.T.L., in my Presence of Sri.....  
..... Advocate  
District Court, Jamshedpur and also  
identified by him.

Pramod Kr. Bhagat  
NOTARY  
E. Singhbhum, JSD



Signed Put L.T.L.  
in my presence  
..... Advocate  
Date: .....