

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and executed on 16th day of October 2019 at Kolkata

By and Between

Kesoram Industries Limited (Unit Birla Tyres) having its office at Birla Building, 7th Floor, 9/1 R.N. Mukherjee Road, Kolkata, West Bengal, India 700 001 represented by Mr. Kaushik Biswas, Company Secretary, Kesoram Industries Ltd (hereinafter referred to as "BIRLA TYRES"), which expression shall unless repugnant to the subject or context mean and include its successors, assigns and administrators of the Party of the **FIRST PART**.

And

The Technological Institute of Textile and Sciences, an institute affiliated to Maharishi Dayanand University, Rohtak having its address at Birla Colony, Tosham Road, Bhiwani 127021 Haryana represented by its Director, Prof. G.K.Tyagi (hereinafter "TIT&S") which expression shall unless repugnant to the subject or context mean and include its successors, assigns and administrators of the Party of the **SECOND PART**.

WHEREAS party of the First Part is Manufacturer & Exporter of various types of tyres for two wheelers, three wheelers, four wheelers, farm and mining etc.

AND WHEREAS Party of the Second Part is engaged in providing academic services to students.

AND WHEREAS the Parties, to establish a cordial relationship to promote and accelerate the programmes of Industry-Academic cooperation in the areas of mutual concern, have decided to enter into this MOU.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING PREMISES, MUTUAL REPRESENTATIONS SET FORTH HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED BY THE PARTIES, THE PARTIES HERETO INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:-

1. Scope of MOU



- i) to develop academic co-operation, Industry – Institute linkages and knowledge sharing between BIRLA TYRES and TIT&S, both the parties agree to develop cooperation for exposure in research, visit of BIRLA TYRES staff to TIT&S, Collaborative research projects, Joint-Collaborating, Co-sponsoring and participating in seminars, conferences, workshops, etc., Exchange of published academic material, Co-operation in training, projects on specified areas of development, Collaborative research work and thesis, Industrial exposure & mill training, sampling work, Testing facilities, Library facilities, special lectures by subject experts, etc.
- ii) to carry out research activities, Training, sampling, designing, spinning, weaving, processing and testing activities.
- iii) All other activities in pursuit of Industrial and Academic excellence.

2. Engagement Activities

1) BIRLA TYRES with TIT&S:

I. Campus Placement:

- a. B Tech Students (Mechanical Engineering, Electronics & Communication, Computer Sciences and Information Technology)
- b. MBA Students

II. Summer Internship:

- a. B Tech students (3rd Year)
- b. MBA students

III. Plant Visit for B. Tech Students:

for all year students at all three location of BIRLA TYRES at Balasore, Orissa

IV. Guest lecture by senior management team of BIRLA TYRES regarding:

- a. Technical aspects
- b. Career Counseling aspects

V. Providing TIT&S with Projects / Case studies:

- a. 1 to 2 days for 1st Year students
- b. 3 to 5 days for 2nd Year students
- c. 4 to 6 months projects for 4th Year students

VI. To support TIT&S in engagement activities like:

- a. Seminars



- b. Conferences
- c. Workshops

VII. providing platform to TIT&S where professors can do research work whenever required which shall be in between 6 days to 45 days.

VIII. Any other form of collaboration upon mutual MOU in advance.

2) TIT&S with BIRLA TYRES

- I. treating BIRLA TYRES as one of the preferred company for research work & application of any new concept in manufacturing sector.
- II. creating a positive brand image of BIRLA TYRES among all B. Tech. Students.
- III. sharing list of 1st year students every year along with their background details so that BIRLA TYRES can keep a track of all prospective candidates which can be recruited in future.
- IV. arranging a platform where BIRLA TYRES management can have interaction with 1st Year students within 10 – 15 days of joining for creating a positive impact.
- V. giving first preference to BIRLA TYRES for campus placement and Summer Internship.
- VI. arranging Guest Lectures by senior faculty in Factory Premises time to time on required design study.
- VII. support BIRLA TYRES for product / process modification, modernization, trouble shooting etc. by the staff/ professors
- VIII. BIRLA TYRES employees can apply for Ph.D/ M. Tech./ B. Tech. Courses in TIT&S subject to availability of seat and clearing the eligibility criteria.
- IX. Any other form of collaboration upon mutual MOU in advance.

3. Term and Termination

This MOU shall be valid for a period of three years from the date of its execution unless terminated earlier and can be renewed/ modified with mutual consent. Either party can terminate the same by giving 90 days' notice to the other party stating the reason of termination.




4. No Third Party Beneficiaries

Except as expressly provided by this MOU, nothing in this MOU, express or implied, is intended to or shall (a) confer on any person other than the Parties hereto and/or their affiliates and their respective successors or assignees any rights (including third party beneficiary rights), remedies, obligations or liabilities under or by reason of this MOU or (b) constitute the Parties as partners or as participants in a joint venture; or (c) as the agent of the other for any purpose, or (d) entitle any Party to commit or bind the other Party in any manner. Except as expressly provided by this MOU, this MOU shall not provide third parties with any remedy, claim, liability, reimbursement, cause of action or other right in excess of those existing without reference to the terms of this MOU.

5. Entire MOU

This MOU constitutes and contains the final understanding among the Parties and supersedes all proposals or other prior representations or communications, either oral or written between the parties

6. Intellectual Proprietary Rights

Each Party shall retain all right, title and interest in its name and its related marks and logos. This MOU shall not be construed to give either party the right to use the marks of the other party. It is agreed between the parties that during the subsistence of this MOU any Trademark/ copy right or Patent or any other Intellectual Proprietary Right is generated or any form of benefit arising out of research done shall be exclusive property of BIRLA TYRES and TIT&S cannot use the same without written consent of BIRLA TYRES.

7. Dispute Resolution

That In case any dispute or difference arises between the Parties with regard to the terms and conditions of this MOU or relating to the interpretation thereof, which cannot be mutually resolved, the same shall be referred to sole arbitrator appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re - enactment thereof for the time being in



force, which shall take place at Kolkata in English language. The Parties agree that the arbitration award shall be final and binding.

8. Confidentiality

Both the parties acknowledge that by virtue of the performance of this MOU, they and/ or their employees, shareholders, officers, directors, principals, agents and contractors (collectively, "Representatives") will be and shall hereafter may entrusted with "confidential information", the disclosure of any of which to competitors or to the general public would be highly detrimental to the best interests of the disclosing party. Both the parties further acknowledge that the right to maintain confidential such confidential information constitutes a proprietary right of the receiving party, which the receiving party is entitled to protect. Accordingly, and notwithstanding anything to the contrary herein expressed, both the parties covenant and agree that they shall not use or copy, or permit the use or copy of any of the confidential information, directly or indirectly, for any purpose other than the discharge of their duties and obligations arising from this engagement. Both the parties shall maintain the absolute confidentiality of the confidential information.

9. Force Majure

The performance of either party shall be subject to Force Majeure clause for the following reasons:

Fire, Explosion, Cyclone, Flood, Landscape, War, Revolution, acts of public enemies, any law & order proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government agency or any acts of God or any other reason beyond the control of party affected.

10. Other Terms and Conditions

- a) Any project / research work requested by BIRLA TYRES team, which will have financial implication must be pre-approved by BIRLA TYRES management in writing before implementation.
- b) Any project / research work requested by TIT&S, which will have financial implication must be pre-approved by BIRLA TYRES management (if BIRLA TYRES has to pay) in writing before implementation.



- c) Any project / research work being done jointly by both team, which will have financial implication; financial impact will be shared on 50:50 basis or such other terms as mutually agreed.
- d) For any form of summer training / internship / project work / case study; giving stipend to students will be on sole discretion of BIRLA TYRES management.
- e) Any student coming for training / research / project to BIRLA TYRES; he/ she has to make own stay arrangement and BIRLA TYRES shall not be responsible.
- f) For any guest lecture request from BIRLA TYRES; lodging and boarding arrangements will be done by BIRLA TYRES.
- g) Summer Internship will be offered to those students only who if shortlisted and given Pre Placement Offer; cannot reject the same. If candidate rejects P.P.O. then college will consider that student placed and will not allow him / her to sit in placement.
- h) Neither parties will make any presentations pertaining to the other or its business or affairs, without the express written consent and approval of other.

IN WITNESSES WHEREOF the parties hereto have signed this MOU in on the day of the month and year first written above

Signed For and On Behalf of {
Kesoram Industries Limited (Unit {
Birla Tyres) {

For Kesoram Industries Limited (Unit
Birla Tyres)



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Kaushik Biswas



Signed For and On Behalf of The {
Technological Institute of Textile {
and Sciences, Prof G K Tyagi {
Director, {

For The Technological Institute of Textile
and Sciences


.....
Prof G K Tyagi Director

In Presence of

1.

2.