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T. Parvathi

T. PARVATHI

L.V.S. TM. 1075/A/4/31

No. 87, MULLA STREET,

CHENNAI - 600 079.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made on 4th JULY 2022

BETWEEN

AARUPADAI VEEDU INSTITUTE OF TECHNOLOGY, (AVIT) a constituent college of Vinayaka Mission's Research Foundation Deemed to be University having their registered office, Old Mahabalipuram Road Vinayaka Nagar, Paiyanoor, Chennai, Tamil Nadu 603104, (hereinafter referred to as "AVIT")

AND

Bosch Limited, having their registered office at Hosur Road, Adugodi, Bangalore – 560 030, India and its sales office at Bosch Limited, 8/17 Shafee Mohamad Road Thousand Lights, Chennai (hereinafter referred to as "Bosch")

AVIT and BOSCH are individually referred to as "Party" and jointly referred to as "Parties".

The Parties wish to enter into this Memorandum of Understanding (MoU) for establishing **AVIT-BOSCH Joint Certification Program** (hereinafter referred to as "Joint certification Centre") jointly developed by Bosch along with the AVIT in the campus of AV campus upon the following understanding:

1. The proposed Joint Certification Centre will be established by AVIT as per the concept to be designed by Bosch. The proposed Joint Certification Program will cover in and around Chennai. It will act as the bridge to address the technological gap and focus on various technical training program for Bosch network. This Joint Certification

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Centre will also enable training to the diploma, degree students and nearby industries (hereinafter referred to as "Program").

2. BOSCH concept is the efficient combination of hardware, teach ware and courseware which is offered by BOSCH as industry oriented training in the field of automotive technology.
3. AVIT with assistance of BOSCH (limited only to the assistance mentioned below) will establish and maintain the training centre premises (hereinafter referred to as "Premises") for conducting training courses according to the BOSCH concept.
4. BOSCH at its discretion shall provide related know how, technology support, supply concept kits for different technologies with non-transferable, limited usage licensed copies of teach ware and courseware, train the faculty as "TRAIN THE TRAINER" (TTT) in its training centre in Bangalore as necessary, provide training methodologies in line with BOSCH concept, subject to terms and conditions mentioned hereafter.
5. AVIT, in the Premises and with Bosch approved courses, will impart training to the eligible & selected undergraduate, post-graduate, polytechnic, vocational school students to meet industry requirements, bridging the industry academic gap and enhancing the competency levels of students for better employability. AVIT will also provide industrial training to nearby industrial personnel, and wherein the successful students will be awarded a joint certificate of BOSCH and AVIT (Refer the Annexure -2).

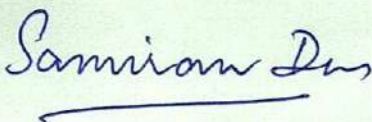
In consideration for Bosch providing training assistance mentioned above, AVIT agrees and undertakes to allow Bosch the unrestricted right to use the Joint Certification Program Premises to directly impart training for Bosch dealer network, OEMs, OEMs, STUs on cost sharing basis. It being clarified that for Bosch beneficiaries, Bosch will provide its own certificates on Bosch specified format.

6. For efficient running of the Premises and to cover the recurring costs, it is recommended to charge nominal fees for the course offered. The fees thus collected shall be shared between Bosch and AVIT for their respective efforts as per the terms and conditions contained under Annexure – 1.
7. AVIT shall conduct training course(s) for their student and its student beneficiaries and the number of training days should not exceed 20 calendar days in a month.
8. In relation to the implementation of the understanding concluded between the Parties above, the Responsibilities with regard to each of the Parties for the implementation of the MoU as mentioned above shall be as follows:

8.1 By AVIT:

AVIT will provide the following facilities for the Joint Certification Program without any cost attached for the infrastructure (hereinafter referred to as "Premises")

- i) To identify the training modules upgrade requirements in the premises.
- ii) Appoint the teaching staffs to work in this program.
- iii) Maintain the procured following state of the art Bosch equipment's from Bosch Limited




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- Battery Charger BML 2415
- Battery Tester- BAT 131
- Ampere Clamp
- Battery Load Tester-BLT 301
- Auto Electrical Test bench 3 Phase -AETB 03
- Tools and Accessories for Auto Electrical Service
- ECU Scanner KTS 590
- Air Conditioning Service Equipment ACS261
- Starter 12V (IF Type)
- Starter 24V
- Alternator 14V+VP (55 Amps)
- Alternator 24V/55A
- ESI Diagnosis software for 3 years (SD/SIS)
- ESI Feature and Application Software (A)

- iv) To independently develop training classroom of 500 sq. ft. with 20 training chairs, 1 table and chair for trainer, also all the teaching aids like overhead projector (OHP), laptops, multi-media system, etc. in Phase 1.
- v) To independently develop a ventilated workshop area of about 800 sq. ft. with epoxy coating for facility separately ear marked for auto electrical, Air Conditioning Service Equipment ACS, battery and car scanning module.
- vi) AVIT shall bear all the costs and expenses of the training courses including printing of books/aids, utilities, catering, uniforms, stationary, electricity (as required for equipment's, example – 3 phase), water.
- vii) AVIT will provide for the insurance coverage of the Premises at its own costs.
- viii) Conduct at least 20 trainings every year from the recommended 5 training modules.
- ix) Train a minimum of 200 students / participants every year at the "AVIT - BOSCH Joint Certification centre" in the AVIT campus at Chennai.
- x) Joint certification by Bosch & AVIT will be awarded to the students of AVIT & such other educational institutions to which AVIT has provided training based on the training module enumerated under Annexure I and approved by Bosch.
- xi) To pay Bosch all fees applicable for each courses as enumerated under Annexure 1.

8.2 By BOSCH:

- Conducted first batch of "TRAIN THE TRAINER" course at the Bosch training centre, Bangalore. Refresher training or any other trainings shall be conducted by Bosch on a chargeable basis.
- Provided all the Technical training material/documents in soft copy version for all Bosch products.
- Provided front board as well as wall charts of BOSCH systems at the premises.
- Provided web based training modules and training animations at the premises.
- Helped the premises for making training documents and presentations.
- Provided BOSCH training documents on BOSCH systems.
- Supported for new training module for JCC.
- Provided details on commercials including the share in the training fees between AVIT & Bosch.
- The medium of imparting the training documents will be in English only.

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- All the above shall, however, be subjected to AVIT fulfilling all conditions mentioned under clause 8.1.

9. Intellectual Property Rights and Confidentiality

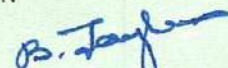
- 9.1 With the prior written approval of Bosch, AVIT shall be authorized to use the Training handout/materials provided by Bosch during the term of this MoU. Such use is limited, however, to intimate the training courses to the students and the public in general who apply for the courses and subject to the guidelines and instructions of Bosch and not to be used for any other commercial purpose outside the scope of this MoU.
- 9.2 AVIT acknowledges that the right to use the materials (over which Bosch has copyright) herein is for use in relation to the AVIT -BOSCH Joint Certification Program in Chennai, India only.
- 9.3 During the term of this MoU, AVIT shall, with prior written permission of Bosch, advertise its association with Bosch, for the purpose of advertising and promoting the Program and the training courses. However, it shall only be in the manner permitted or as prescribed or instructed by Bosch.
- 9.4 AVIT shall not, under any circumstances whatsoever, use the teaching materials, tools (provided by Bosch and over which Bosch has proprietary rights) for any other purpose other than what has been detailed under this MoU.
- 9.5 AVIT shall not, under any circumstances whatsoever modify and or alter any material and or impart any training which is in deviation of the courses designed by Bosch. Bosch shall not provide any certification in such a situation. If, however, AVIT has breached the conditions of this provision and has not informed Bosch and Bosch being unaware issues certificates, in addition to its right to recall such certificate it shall also have the right to claim against AVIT for breach and any kind of claim from a third party due to the exercise of a recall right by Bosch and any kind of claim from a third party due to the exercise of a recall right by Bosch.
- 9.6 Each Party agrees to treat with the utmost confidentiality all documents, information and/or data obtained in the course of the execution of this MoU and deemed confidential by the other Party or which due to the nature of such information should be treated as confidential and shall not disclose same without the prior written confirmation of the Party that disclosed the information unless compelled by a lawful order of a court of law or as a result of binding legislation.

All confidential information submitted by one Party to the other shall remain the property of the Party from which it originates. Each Party shall return to the other all the confidential information received from the other Party and any copies thereof, promptly upon the request of the other Party which disclosed the confidential information, however, one copy may be retained for archival purpose.

No other warranties are made by either party under this MoU and all information exchanged under this MoU is provided "as is". The disclosing Party shall not be in any way responsible for any decisions or commitments made by receiving Party in reliance with the disclosing Party's confidential information.

No patent, copyright or other intellectual property rights are transferred by this MoU, nor is any right or license under any invention or patent granted hereunder.

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10. Duration, Amendment and Termination of the MoU

- 10.1 This MoU shall be valid for a period of three (03) years from the Effective Date. During the period of its validity, the MoU can be amended any time by mutual consent of both the parties in writing. The MoU can also be terminated by mutual consent or by either party giving the other a three months written notice of its desire to terminate the MoU.
- 10.2 Notwithstanding any termination, the MoU shall continue to survive and be effective with regard to all rights and obligations of the Parties which existed prior to the termination of this MoU until Such rights and obligations have been fulfilled.
- 10.3 Promptly following the request of Bosch, at any time during the term of this MoU and or earlier termination, AVIT will return to Bosch all materials (i.e. Training Content, Front Board, Signage etc.) provided to AVIT in furtherance to the understanding between the Parties. Such exercise shall be undertaken by AVIT within 30 days of receipt of such notice from Bosch.

Notwithstanding anything contained above and/or under any of the terms and conditions of this MoU, if the Parties in good faith continue their business understanding enumerated under this MoU even after expiry or early termination of this MoU, then such relationship shall be governed by the terms and conditions of this MoU until a fresh MoU has been executed.

11. Dispute Resolution

- 11.1 Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MOU (each a "Dispute") shall be settled amicably through mutual consultation or negotiations between the Parties, without reference to any third party.

However, if the Dispute remains unresolved for 90 working days from the above referral, the same shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996 by notice in writing by either Party to the other Party ("Arbitration Notice"). The Parties shall jointly appoint a sole arbitrator within 15 (fifteen) working days of the Arbitration Notice failing which either Party shall approach a court of competent jurisdiction for appointment of a sole arbitrator as per the provisions of the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be Bangalore and the language shall be English. The arbitration shall be final and binding on the Parties

12. Governing Law and Jurisdiction

- 12.1 This MoU shall be governed by the laws of India and the courts of Bangalore shall have exclusive jurisdiction for all disputes under this MoU.

13. Miscellaneous

- 13.1 This MoU supersedes and replaces any and all prior agreements, understandings or arrangements, whether oral or written heretofore made between the Parties and relating to the subject matter hereof, and constitutes the entire understanding of the Parties with respect to the subject matter of this MoU. This MoU may not be modified, changed, altered or amended except by an express written agreement signed by all Parties hereto.
- 13.2 The Parties agree that neither Party shall have any right or entitlement or authority to sub-contract (other than delegation as may be required to training partners of either

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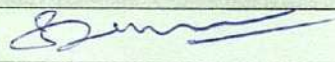
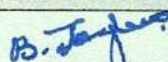
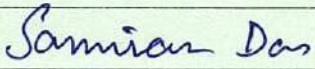
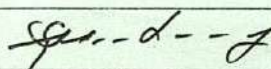
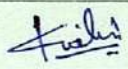


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Party) or assign or transfer any rights or obligations or any part thereof under this MOU to any third party, without the prior written consent of the other Party

13.3 AVIT hereby shall indemnify and keep indemnified Bosch from and against all claims, demands, actions, suits and proceedings, whatsoever that may be brought or made against Bosch on behalf of any person, body, authority whomsoever and whatsoever and all duties, penalties, levies, taxes, losses, damages, cost, charges and expenses and all other liabilities of whatsoever nature which Bosch may now or thereafter be liable to pay, incur or sustain by virtue of or as a result of the performance or non-performance or observance or non-observance by AVIT of any of the terms and conditions of this MoU or otherwise.

13.4 This MoU shall be executed in two counterparts, each of which shall be deemed as original but all of this together shall constitute one and the same instrument.

In witness whereof the two parties have signed this Memorandum of Understanding by the hand of, on behalf of BOSCH LIMITED and by the hand of, on behalf of AVIT College Campus on date, month and year referred to above.

Bosch Limited, Bangalore		AVIT, Paiyanoor	
Signature 1		Signature 1	 REGISTRAR
Name	T S Ananda Kumar	Name	Dr. B. Jaykar Vinayaka Mission's Research Foundation (Deemed to be University) Ariyanoor, Salem - 636 308, Tamil Nadu
Designation	Head Technical Support and Services	Designation	Registrar Vinayaka Mission's Research Foundation (Deemed to be University)
Place	Bangalore	Place	Salem
Date		Date	
Signature 2		Signature 2	
Name	Samiran Das	Name	Dr. G. Selvakumar
Designation	Training Manager	Designation	Principal Aarupadai Veedu Institute Of Technology Dr. G. SELVAKUMAR, B.E., M.E., Ph.D. PRINCIPAL
Place	Bangalore	Place	Chennai
Date		Date	Aarupadai Veedu Institute of Technology Vinayaka Mission's Research Foundation (Deemed to be University) Paiyanoor - 603 104, Tamil Nadu.
Witness 1		Witness 1	
Name	Kiran .G .Nair	Name	Dr. L. Prabhu
Designation	Regional Trainer	Designation	Professor & Head ,Dept. Of Mechanical Engineering. Aarupadai Veedu Institute Of Technology HEAD
Place	Bangalore	Place	Chennai
Date		Date	DEPT. OF MECHANICAL ENGINEERING AARUPADAI VEEDU INSTITUTE OF TECHNOLOGY VINAYAKA MISSION'S RESEARCH FOUNDATION PAIYANCOOR - 603104 KANCHEEPURAM DISTRICT,

Witness 2		Witness 2	<i>M. Saravana Kumar</i>
Name		Name	Dr. M.Saravana kumar
Designation		Designation	Asst. Professor G-II / Dept. Of Mechanical Engineering Aarupadai Veedu Institute Of Technology
Place		Place	Chennai
Date		Date	

Enclosures:

1. Annexure -1: Course recommendation, Course fee & Sharing of course fee between AVIT and Bosch.
2. Annexure -2: Certification procedures

**ANNEXURE-1
RECOMMENDED COURSE MODULES**

Course Code	Type of Course	Course Title	Duration (Days)	Training Fee (INR)/ + Tax as applicable/ Participant/day
AEL	Basic	Automotive Electrical	2 Days	1000
EEM+BCS	Basic	Electrical and Electronic Diagnostics	2 Days	1000
1 AC & HVAC	Basic	Fluid Exchange	2 Days	1000
GFI	Basic	Gasoline Fuel Injection	2 Days	1000
MTS&A	Advanced	Measurement & Testing of Sensors & Actuators	2 Days	1500

Note:

1. Training courses are open to all students. All courses are optional to students.
2. Training fee for AVIT- 80 % of the total fee / Course / Participant.
3. There is no minimum guarantee of participants from either side. Both parties have agreed to work for maximizing the participation. Fee sharing is purely based on actual numbers of participants as mutually agreed. Such sharing will as and when the training completes.
4. Other Bosch Training Modules will be conducted in Bosch Training centre facility based on the AVIT request and participation confirmation.
5. Refresher training shall be charged at INR 1500/day/candidate.

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Norms for Training Centre Fees

Nature Of Course	Training Fee(INR)	For students/Joint Certificate Course		Bosch Dealers, Bosch Customers, Bosch Business Partners, Bosch customer dealers, Government & Non-Government set up & Institution	
		Training fee Share for BOSCH	Training fee share for AVIT	Training Fee Share for BOSCH	Training fee Share for AVIT
Basic Course	Rs 1000/Day/Participant	20%	80%	80%	20%
Advance Course	Rs 1500/Day/Participant	20%	80%	80%	20%

Course Fee to be reviewed jointly once in a year for revision, if any.

ANNEXURE -2

CERTIFICATION PROCEDURES

1. Certificates are issued only to those students who scores minimum marks (50%) in the theoretical and practical examination conducted by AVIT through the training premises. In case the student/candidate fails, re-examination will be conducted and then certificate will be issued.
2. AVIT shall forward the list of students who have registered for the training courses prior to the commencement of the training. The list shall include Full Name, Engineering Branch & Year, Email address and telephone numbers.
3. At the end of every course AVIT shall forward the list of students with details like Full Name, Engineering Branch & Year, College Name & Location, Email address and telephone numbers and marks obtained. Accounts shall be settled on monthly basis.
4. Bosch shall prepare the Joint certificate and deliver it to AVIT for further processing and delivery within 20 days from the date of receipt of details.
5. Contents in the certificates will be decided by Bosch in consultation with AVIT.
6. AVIT shall send monthly report and annual report to Bosch with the following details.
 - Candidate Name
 - Engineering Branch & Year
 - College Name & Location
 - Course code attended
 - Training Fee collected

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