

MEMORANDUM OF UNDERSTANDING

BETWEEN

ATME COLLEGE OF ENGINEERING, MYSURU

AND

HINDUSTAN SPRING MFG CO

This Agreement made and entered into on this Wednesday of 8/9/2021 between ATME COLLEGE OF ENGINEERING, Mysuru - 570028 and HINDUSTAN SPRING MFG CO, Mysuru with its registered office at C111/112, Industrial Estate, Yadavagiri, Mysuru- 570020.

The Parties to this Memorandum of Understanding (MOU) agree to the following:

OBJECTIVES OF THE MOU:

- a. To promote interaction between **ATME COLLEGE OF ENGINEERING** and **HINDUSTAN SPRING MFG CO** in mutually beneficial areas.
- b. To provide a formal basis for initiating interaction between **ATME COLLEGE OF ENGINEERING** and **HINDUSTAN SPRING MFG CO**

1. PURPOSE AND SCOPE

- The purpose of this MOU is to provide best quality education to students through various activities such as technical training & internship program for students.
- Training will cover the basic manufacturing processes in spring manufacturing.

2. TIMING

This MOU is valid for two years from the date of signing the proposal i.e. up to **08/09/2023**.

3. FUTURE COOPERATION

We can sign this MOU every two years based upon the performance of previous years, of both parties.

The present MOU elucidates the general conditions and arrangements for future cooperation between the concerned parties. It is not legally binding on the parties. The exact terms and conditions of this future cooperation will be negotiated in due course and laid down in a contract, should circumstances permit.

4. TECHNICAL AREAS OF COLLABORATION

The principle technical areas of collaboration between **ATME COLLEGE OF ENGINEERING** and **HINDUSTAN SPRING MFG CO** will be in the field of manufacturing springs.

5. CONFIDENTIALITY

- a. During and for a period of two years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information

- is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
- is already known or become known to the receiving party
- is received from a third party having no obligations of confidentiality to the disclosing party,
- is independently developed by the receiving party; or
- is required to be disclosed by law or court order.

6. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire after two years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 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 participants under any Research Agreement, Confidentiality clause as referenced above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

7. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both 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.

8. RELATIONSHIP

Nothing in this MOU shall be construed to make party a partner, an agent or legal representative of the other for any purpose.

- (a) **Internship:** Hindustan Springs will provide Internship for duration of 30 days based on the live projects in our company.
- (b) **Training Programs:** Hindustan Springs will assist the college in organizing training programs /tutorials on topics related to spring manufacturing.

9. 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.

10. 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.



On behalf of

on behalf of

ATME COLLEGE OF ENGINEERING

Hindustan Springs

By :

By :

Praveen M S

Name :

Name :

HINDUSTAN SPRING MFG. CO
019 & 112, INDUSTRIAL ESTATE
KABAVAGIRI, MYSURE - 570 029

Title :

Title :

K. S. S.

PRINCIPAL

ATME College of Engineering
4th KM, Mysuru-Kanakapura-Bangalore Road,
Mallahalli, Mysuru - 570 028

Date :

Date :

08/09/2021

Witness:

Witness:

1. Dr. Srinivasa. K *K. S. S.*
Prof & HOD, ATMECE,
2. Mr Yathishan
Asst profenor ATMECE. *Yathishan*
Dept of ME

- 1.
- 2.

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

ATME COLLEGE OF ENGINEERING, MYSURU

AND

LAKSHMI SPRINGS & PRESSINGS

This Agreement made and entered into on this Wednesday of 8/9/2021 between ATME COLLEGE OF ENGINEERING, Mysuru - 570028 and LAKSHMI SPRINGS & PRESSINGS D-115, Industrial Area, Yadavagiri, Mysore - 570 020

The Parties to this Memorandum of Understanding (MOU) agree to the following:

OBJECTIVES OF THE MOU:

- a. To promote interaction between **ATME COLLEGE OF ENGINEERING** and **LAKSHMI SPRINGS & PRESSINGS** in mutually beneficial areas.
- b. To provide a formal basis for initiating interaction between **ATME COLLEGE OF ENGINEERING** and **LAKSHMI SPRINGS & PRESSINGS**

1. PURPOSE AND SCOPE

- The purpose of this MOU is to provide best quality education to students through various activities such as technical training & internship program for students.
- Training will cover the basic manufacturing processes in spring manufacturing.

2. TIMING

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4. TECHNICAL AREAS OF COLLABORATION

The principle technical areas of collaboration between **ATME COLLEGE OF ENGINEERING** and **LAKSHMI SPRINGS & PRESSINGS** will be in the field of manufacturing.

5. CONFIDENTIALITY

- a. During and for a period of two years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information
 - is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
 - is already known or become known to the receiving party

- is received from a third party having no obligations of confidentiality to the disclosing party,
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8. RELATIONSHIP

Nothing in this MOU shall be construed to make party a partner, an agent or legal representative of the other for any purpose.

- (a) **Internship:** Lakshmi Springs & Pressings will provide Internship for duration of 30 days based on the live projects in our company.
- (b) **Training Programs:** Lakshmi Springs & Pressings products will assist the college in organizing training programs /tutorials on topics related to Automobile manufacturing.

9. 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.

10. 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.



On behalf of

on behalf of

ATME COLLEGE OF ENGINEERING

LAKSHMI SPRINGS & PRESSINGS

By :

By : Praveen M S

Name :

Name : 
LAKSHMI SPRINGS & PRESSINGS
#16, Industrial Estate
Tolmangudi, MYSORE - 570 020

Title :



Title : Admin

Date :

Date : 08/09/2021

Witness:

Witness:

1. Dr. Srinivasa. S 
Prof & HOD ATMECE,
2. Mr Yathish Kumar
Asst professor ATMECE 
Dept of ME

- 1.
- 2.

TOYOTA KIRLOSKAR MOTOR PRIVATE LIMITED, a corporation duly organized and existing under and by virtue of the laws of India, with its registered office located at Plot No. 1, Bidadi Industrial Area, Ramanagara District, Karnataka State, PIN 562 109, India (hereinafter called as "TKM", which expression shall, unless it is repugnant to the context or meaning thereof, mean and include its successors and assigns) of ONE PART

AND

ATME COLLEGE OF ENGINEERING, Mysuru affiliated to Visveswaraya Technological university under Section 3 of the UGC Act, 1956, having its registered address at 13 KM Kanakapura-Bangalore Road, Mysuru, 570028, Karnataka, hereinafter referred to as "**INSTITUTE**" which term shall mean and include its Affiliates, Officers, Agents, Permitted Successors and Assigns, of the Other Part

TKM and INSTITUTE are individually referred to as 'Party' and collectively as 'Parties' in this Agreement.

WHEREAS TKM is, inter-alia, engaged in manufacture, sale and marketing of automobile

WHEREAS INSTITUTE desires to avail certain services from TKM, including training, dispatching of instructor and relevant training activities at TKM's location or other mutually agreed place as described herein.

WHEREAS training services under this Agreement shall mean and include both on premise (at the facilities of TKM and/or such other company as separately designated by TKM) and online trainings.

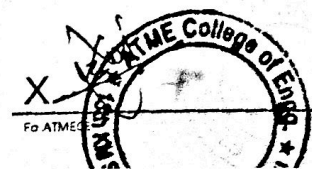
WHEREAS TKM is willing to render such services to INSTITUTE, subject to and in accordance with provisions set forth hereunder. INSTITUTE agree that this agreement is only for training service and shall not be entitled or conferred, any job/employment at TKM, for the trained candidates.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

Article 1. Basic Agreement

The purpose of this Agreement is to stipulate terms and conditions for TKM to accommodate, online and/or on premise, qualified person/student of Institute (the "Trainee") for the purpose of rendering such training as stipulated in Annexure A, entered from time to time between the Parties. (such training as conducted by TKM hereunder is hereinafter referred to as "Training").

Dispatch of Instructor: For on premise Training, TKM shall make available suitably qualified, experienced and skilled personnel ("Instructor") of TKM at TKM's location or



any mutually agreed place, for the purpose of rendering instruction or advice related to the operation of business to be mutually agreed upon by both Parties ("Instruction Work").

Article 2. Contents of the Training

- (a) For each Training, Institute shall complete and send to TKM, a written request (the "Request Form"), the form which is attached hereto as Annexure A, which shall include:
- (i) Applicants' Information (Name of the Trainee, Designation, etc.);
 - (ii) Total number of participants
 - (iii) Course (content and scope) of the Training;
 - (iv) Proposed period of the Training from the date of commencement thereof to the date of completion thereof (the "Period of Training"), provided that the Period of Training may be changed, before or during the Training, by mutual consultation between the parties hereto; and
 - (v) Payment method and cancellation policy.

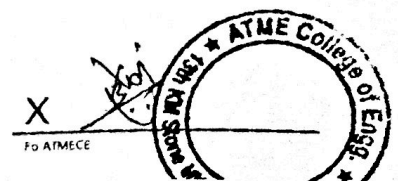
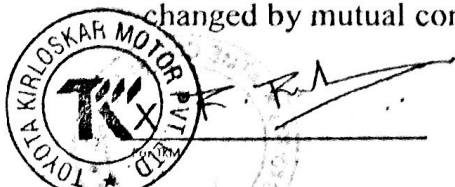
Institute may issue a single Request Form for multiple Trainees taking the same course of Training at the same time.

- (b) In the case that TKM considers that the Request Form from Institute is acceptable, TKM shall issue to Institute a written reply (the "Reply Form"), the form of which is attached hereto as Annexure B. If TKM for any reason is unable to accept the Trainee, or any item regarding the Training in the Request Form, TKM will separately inform Institute and the Parties hereto shall confer upon the relevant matter accordingly.
- (c) Unless otherwise provided for in TKM's Reply Form, or expressly agreed in writing by TKM, the terms and conditions of this Agreement shall apply to each Training.
- (d) TKM shall provide customized Training within the terms of this Agreement. However, the Institute shall subscribe to a minimum of 4 Trainings/year that shall be imparted by TKM.

Article 3. Dispatch of Instructor (for on premise Training)

In case the Training requires TKM to dispatch its Instructor to INSTITUTE's premise, the Parties hereby agree that the conditions for each Instruction Work shall be described in Annexure C attached hereto with details as follows;

- (a) Name of each Instructor with their position at TKM or with the name of the Designated Company for Dispatch of Instructor, as the case may be;
- (b) Period of Instruction Work by each instructor, which starts on the day of their departure from their residential place and which ends on the day of their final return to their residential place ("Period of Dispatch"), provided that the Period of Dispatch may be changed by mutual consultation between the Parties hereto;



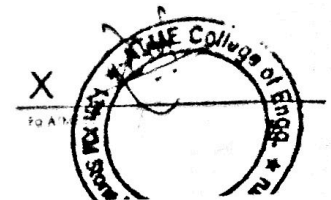
- (c) Class of air ticket; and
- (d) Scope of the Instruction Work.

Article 4. Fees, Costs and Expenses for Training

- (a) INSTITUTE's shall pay TKM a training fee for each Trainee's Training, calculated using the fee rates as stipulated in Appendix 1 to Annexure A attached hereto (the "Training Fee"). Any salaries, fringe benefits and/or any other allowances payable and/or to be provided to the Trainee shall be borne by INSTITUTE's, and shall not be borne by TKM.
- (b) INSTITUTE's shall pay TKM for all costs and expenses necessary for or in connection with the Training in addition to the Training Fee and the Preparation Cost, including but not limited to round-trip air fares between a country of Trainer's residence and the place where the Training is to be performed, other travel expenses, costs of legal compliances in India relating to visa / foreigners' registration etc. (collectively "Incidental Expenses").

Article 5. Payment of Training Fee and others

- (a) Upon the completion of the Training, TKM shall send Institute an invoice quoted in INR for the total amount of the Training Fee, Preparation Cost and Incidental Expenses payable by Institute hereunder in the form of "Invoice of TKM Training Fee" (the "Invoice"), provided, however, that in the event that the Trainee does not attend all or a part of the Training for any reason that TKM considers reasonable, TKM may, in its sole judgment, and upon the request from Institute made well before the issuance of the Invoice, elect to recalculate the Training Fee amount payable by Institute hereunder, based on the number of days of the Trainee's absence from the Training.
- (b) Unless otherwise agreed upon between the parties hereto, Institute shall, by the twenty-fifth (25th) day of the following month when the Invoice is issued, remit to TKM the amount stated in the Invoice to the account designated by TKM in the Invoice.
- (c) Terms and conditions for payment of the Expenses shall be separately agreed upon between the Parties hereto.
- (d) Any payment made towards the account of TKM shall be subject to applicable taxes, provided that Institute shall pay such taxes on behalf of and in the name of TKM and promptly furnish TKM with certificates from the relevant authorities.
- (e) Any handling fees or other expenses incurred in remitting such amount shall be borne by Institute.



Article 6. Term of Agreement

This Agreement shall be valid from the Effective Date i.e 19th February, 2021 aforementioned, up to and including 18th March, 2023, within which the training activity shall be completed by TKM.

Article 7. Other Terms and Conditions

(a) Instruction

Institute shall cause the Trainee to observe and comply with the instruction to be given by TKM in or relating to the Training.

(b) Language

The Training shall be given in English.

(c) Compliance with Rules

Institute shall cause the Trainee to observe and comply with TKM's rules and regulations with respect to working hours, holidays, safety, confidentiality, etc. applicable to the employees of TKM and/or the residents of TKM's lodging facilities.

(d) Insurance

For on premise Training, Institute shall, at its responsibility and expense, obtain and maintain appropriate insurance for each Trainee for any loss, damage, death, illness or injury occurring in connection with the Training, including travel to and from India and during the Trainee's stay in India.

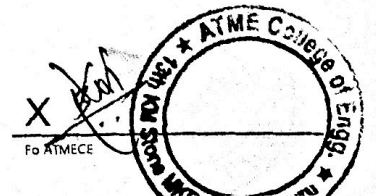
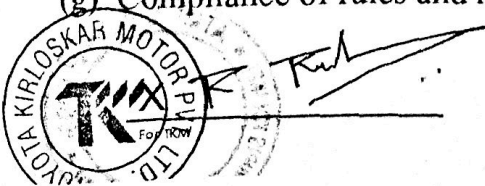
(e) Illness and Injury

During on premise Training at TKM's facility, TKM agrees that in case any Trainee suffers from illness or injury during the Period of Training, TKM shall make necessary arrangements for the Trainee to receive appropriate and necessary medical treatment, and shall promptly inform Institute thereof, provided that all costs and expenses for such arrangements and treatment shall be borne by Institute.

(f) Commuting Arrangement

For on premise Training wherein TKM has dispatched the instructor(s), Institute hereby agrees to give necessary and appropriate assistance to each Trainer with proper transportation for his commuting to work and life in the place where the Training is to be performed.

(g) Compliance of rules and regulations & Good behavior



Institute shall have the Trainee(s) strictly observe and comply with TKM's rules and regulations apart from ensuring their good behavior with employees of the Company.

(h) Termination of Training

In the event that TKM considers at any time a Trainee inappropriate for the Training, TKM shall inform Institute thereof. TKM and Institute shall thereupon discuss the matter, and, if

necessary, Institute shall cause the identified Trainee to return to the Trainee's residential country after obtaining the prior approval of TKM. Institute shall bear the responsibility for such return and bear or pay air fares and any other expenses necessary for or in connection with such return.

Article 8. Hold Harmless

Institute shall indemnify and hold harmless TKM from and against any claim and/or liability for (i) property damage, illness, injury or death suffered or caused by the Trainee, and/or (ii) any other loss, damage, cost or expense, arising out of or from any act or omission to act by Institute and/or by the Trainee during such Trainee's stay in India.

Any and all Training and any Information (as defined below) is provided on an "as is" and "with all faults" basis and without any representations or warranties of any kind. Institute acknowledges and agrees that no claims may be made against TKM with respect to or in connection with any Training and/or any Information.

Article 9. Copyright, Patents and Other Proprietary Rights:

All Copyrights, branding rights, patents and other intellectual property ("IPR") in the records, reports, training materials, advisory and consulting modules, and all the tooling and other materials owned, collected, prepared in the course of providing services ("Material") shall remain the exclusive property of TKM.

Article 10. Governing Law and Arbitration

This Agreement shall be construed and enforced in accordance with and governed by the laws of India. Any dispute, controversy or difference which may arise between the parties hereto, out of or in connection with this Agreement or for the breach hereof, shall be brought to an amicable settlement between the parties hereto. In the event of no satisfactory settlement being reached, it is agreed that the dispute, controversy or difference shall be finally settled by arbitration in Bangalore or Ramanagara, Karnataka, India in accordance with the Arbitration and Conciliation Act, 1996 and Rules, India and the award of the arbitration shall be final and bind both parties hereto. Only the competent courts in Ramanagara shall have exclusive jurisdiction to try the matters in connection with this

Agreement.



Article 11. Termination of Agreement

Either Party may terminate this Agreement at any time by giving the other Party, 30 days' notice in writing of its intention to do so. In the event of such premature termination:

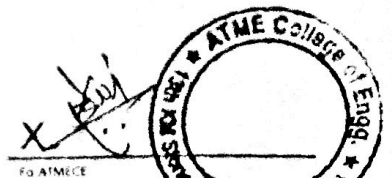
- (i) If the termination is due to reasons attributable to Institute, TKM shall be compensated with the entire amount agreed according to this Agreement for breach of terms of this Agreement; and
- (ii) If the termination is due to reasons attributable to TKM, TKM shall refund to Institute part of the payment received by it under this Agreement for such breach of terms of this Agreement.

Article 12. Nondisclosure of Information

- (a) Any information, whether in documentary mode or otherwise, furnished to any Trainee and/or Institute by or on behalf of TKM or its affiliates in or in connection with the Training (the "Information") shall be deemed and kept confidential as the valuable proprietary information of TKM and shall be used exclusively for the training purposes.
- (b) Institute shall not, and shall ensure that the Trainee do not, disclose or divulge any Information to any third party, or use any Information for an impermissible purpose during the term of this Agreement and thereafter, without TKM's prior written consent.
- (c) It is specifically agreed by the parties hereto that TKM retains the right to use and disclose to any third party the same information and know-how as the Information, without any obligation to Institute (or to any Trainee).
- (d) The rights and obligations under this Article 11 shall, together with Articles 8 and 10 through 12 and 13, survive and continue to remain in effect after the expiration and/or termination of any Training and/or this Agreement. Unless otherwise instructed by TKM in writing, Institute shall ensure that all existing Information held by Institute and/or the Trainee is returned to TKM promptly upon the expiration and/or termination of this Agreement.

Article 13. Force Majeure

- (a) Neither Party hereto shall be held responsible to the other party for non-performance, delay and/or deficiency in the performance of its obligations under this Agreement, if the causes therefore are attributable to strikes, wars, incidents, disasters (manmade or natural), epidemic, pandemic, riots, natural calamities, disruption of communication, prohibition by law and/or any other causes beyond its reasonable control.



- (b) Within one (01) week after the occurrence of the cause(s) given in the preceding paragraph (a), the Party whose performance has been affected, shall inform the other Party of the whole state of affairs and both Parties shall confer and settle matters regarding the performance of this Agreement.

Article 14. Non waiver

Any failure by either Party hereto to exercise any right under this Agreement or to insist upon performance of any obligations of the other Party hereunder shall not be construed as a waiver of such right or a relinquishment of any right to insist upon future performance of any such obligations. Any waiver by either Party hereto of any breach of any term or provision of this Agreement shall not constitute a waiver of any subsequent breach of the same or other term or provision of this Agreement. Any waiver shall be valid only if it is recorded in writing and signed by the authorized officials of the Parties.

Article 15. Notice

- (a) In any case where any notice or other communication is required or permitted to be given under this Agreement (including without limitation any change in the information set forth in this paragraph), such notice or communication shall be in writing prepared in English and (i) delivered personally or by express courier, (ii) sent by registered airmail, (iii) transmitted by facsimile as follows:

If to TKM:

Attention: Roshan R
Designation: Deputy General Manager
TOYOTA KIRLOSAKAR MOTOR PVT.LTD.
Plot No. 1, Bidadi Industrial Area, Bidadi,
Ramanagara District, PIN - 562 109,
Karnataka, India

If to INSTITUTE:

Attention: Dr. Basavaraj L
Designation: Principal
ATME College of Engineering,
13KM, Kanakapura Bangalore Road
Mysuru, 570028, Karnataka, India

- (b) Any such notice or other communication shall be deemed to have been given or received (i) upon receipt if delivered personally or by express courier, (ii) on the seventh (7th) business day following posting, in case of registered airmail, (iii) upon receipt being in any way acknowledged or referred to in writing by the recipient, in case of a facsimile notice.



Article 16. Amendments

This Agreement may be revised or amended only by a written instrument signed by the authorized representatives of the parties hereto.

Article 17. Entire Agreement

This Agreement and the documents incorporated by reference herein, express the entire understanding of the parties hereto, and supersede all prior promises, representations, understandings, arrangements and agreements between the parties with respect to the subject matter contained herein.

Article 18. Construction

Words denoting one gender include all other genders and words denoting the singular include the plural and vice versa.

Article 19. Relationship

This Agreement is not intended nor shall be construed as creating a joint venture, partnership or other form of business association.

Article 20. Assignment

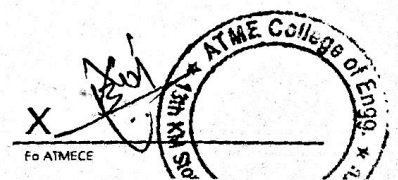
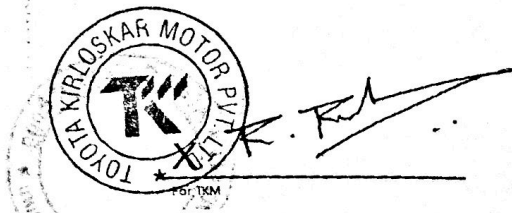
Institute shall not have the right to assign this Agreement to any third party without the prior written consent of TKM and any such assignment shall be void ab-initio.

Article 21. Severability

- (a) In the event that any provision of this Agreement becomes null or unenforceable or has been invalidated by applicable law, only such provision shall be deemed divisible and nullified, and the remaining provisions shall hold good and bind the parties hereto as if the nullified provision were not in this Agreement.
- (b) In the event of the preceding paragraph (a), the Parties hereto shall confer and agree upon an effective provision to replace the nullified provision.

Article 22. Unstipulated Matters



All matters not stipulated but pertinent to this Agreement shall be provided for, as occasion may demand, by mutual consultation between the parties hereto.

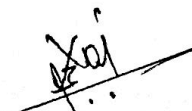



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be executed in duplicate by their authorized representatives and have one copy each.

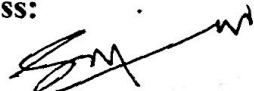
For
**TOYOTA KIRLOSKAR MOTOR
PVT LTD**

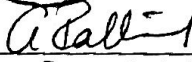
For
**ATME COLLEGE OF ENGINEERING
MYSURU**


Name: Roshan R
Designation: DGM-TLDI
Date: _____



Name: Dr. Basavaraj L
Designation: Principal
Date: _____


Witness:


Name: SAJAN EDAKKADAN
Designation: Asst. Manager

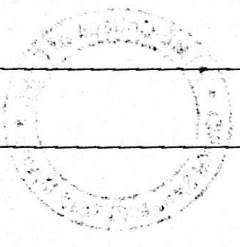

Name: Dr RATHNAKAR G
Designation: Dean - Students Affairs

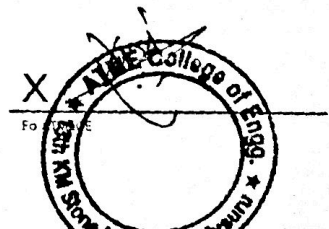


Annexure A

Request Form

To confirm participation for the training program, please complete the entire form with authorized seal and signature and return it to TKM within 3 days of receipt.

APPLICANT INFORMATION:					
Sl. No.	Name	Designation	Phone No.	Email ID	
TRAINING INFORMATION:					
Title of the Course					
Date of Training					
Total Number of participants					
Course Content & Scope					
PAYMENT METHOD			CANCELLATION POLICY		
<ul style="list-style-type: none">• Payment is due within 30 days of the invoice date• A tax invoice with instructions for making payment will be sent upon receipt of request form• Please transfer electronically or send your cheque or DD payable to Toyota Kirloskar Motor Private Limited for the full amount to the address below.			<ul style="list-style-type: none">• Changes in the Applicants' information should be notified by submitting revised Request Form.• Cancellations or deferrals must be submitted in writing more than 20 days before the Training.• Cancellations or deferrals received 5 days before the program are subjected to fee of one-half.		
CONTACT AT TKM					
Sl. No	Name	Title	Division	E-mail	Direct Line
1	Sunil Naik M	DM	TLDI	Sunil_naikm@toyota-kirloskar.co.in	+91 9740900192
2	Jagadish B	Manager	TLDI	jagadishb@toyota-kirloskar.co.in	+91 9900516376



Annexure B

Reply Form

[TKM's Letterhead]

Date:

Attention:

Re: Acceptance of Trainee(s)

Dear Sir:

Reference is made to the Training Agreement dated _____ by and between you and us, including any subsequent amendment or renewal thereof ("Agreement")

According to the provisions of the Agreement, we will accept the Trainee(s) as specified in Appendix A attached hereto.

If the foregoing is acceptable to you, kindly so indicate by countersigning two copies hereof and returning one executed copy to us.

Sincerely yours,

Toyota Kirloskar Motor Private Limited

By:

Name:

Title:

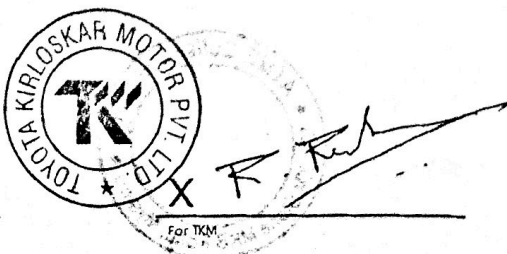
Accepted and agreed to:

By: _____

Name:

Title:

Date:



Annexure C
Conditions for Instruction Work

Name of the Program:

- (i) Name of Instructor(s) and Position at TKM or Name of the Designated Company for Dispatch of Instructor:
 (ii) Period of Dispatch:
 (iii) Class of air ticket:
 (iv) Scope of the Instruction Work:

Appendix 1 to Annexure A
Training Fee

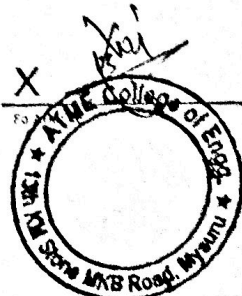
Name of Trainee(s)	Period of Training	Training Fee	Scope of Training
Training at TKM or Mutually agreed Location	One Day / Mutually agreed Days	Rs. 850 + GST per day per Student	Customized training based on Institute requirement as per Syllabus
Virtual training Program	90 to 120 Minutes	Rs. 350 + GST per session per Student	

Name of Trainer(s)	Period of Training	Training Fee	Scope of Training
Training at TKM or Mutually agreed Location	One Day / Mutually agreed Days	Rs. 4500 + GST per day per Trainer	Customized training based on Institute requirement as per Syllabus
Virtual training Program	90 to 120 Minutes	Rs. 1000 + GST per session per Trainer	

In case of Training at Institute: Additional charges are applicable - Accommodation and Travel on actuals & have to borne by Institute for TKM members.

Other Fee [Optional]

Particulars	Fee	Remarks
Stay charges at company premises	Rs. 375+ GST per night per Person	Shared rooms at TTTI Dormitory
Transportation charges	As per company cost	Applicable if not staying in company premises



MEMORANDUM OF UNDERSTANDING

Between

ATME College of Engineering

And

IRIS (Industrial Radiographic Inspection Services)

This memorandum of Understanding (MOU) made and executed on this **fifth day of October 2018** between **ATME College of Engineering**, an Educational Institution in Engineering & Technology and located at Bannur Road, Mysuru, Karnataka, Pin – 570 028 and represented by **Dr. L. Basavaraj, Principal**, herein after called **ATME** (Which expression shall include its successors and assigns) of the first part:

And

IRIS Industrial Radiographic Inspection Services, a company MSME registered, ISO certified organization and located No.45, Vivekananda road, Yadavagiri, Mysuru-570020. its Branch office at No.7-11-45, Beside holy cross church, Old Gajuwaka Visakhapatnam Andhra Pradesh and represented by, **Mr. Madhusudhan K T, NDT course Director**, herein after referred to as **IRIS**, which term shall mean and include, unless repugnant to the context and meaning thereof, its Successors, legal representatives and assigns, of the other part:

Whereas both **ATME & IRIS** have agreed to form a '**Strategic Alliance**' for providing a course with placements to the Engineering students for mutual benefit.

And whereas, on the faith and strength of such representation and warranty, both **ATME** and **IRIS** have agreed to enter in to this **MOU** as per the mutually agreed clauses as agreed below:

IRIS will conduct a **ASNT Level-2 (American Society of Non Destructive Testing)** course at **ATME** College premises / **IRIS** institute for the Mechanical students of **ATME**.

Clauses:

1. The duration of the training will be 25Days – 6Hrs Per Day; Total – 150 Hrs;. Ten days training will be conducted at the **ATME** College campus and the remaining 15 days training will be conducted at **IRIS** institute Mysore.
2. The training will be conducted at mutually convenient dates.


Principal
ATME College of Engineering,
13th KM Stone,
Mysuru-Kanakapura-Bangalore Road
Mallahalli, MYSURU-570028


IRIS
No. 31 MIG-2, Phase-2
Group-2, KHB Commercial Complex
Hootagalli, MYSORE-570 018

3. Required study material and instruments will be arranged by IRIS.
4. ATME shall provide the necessary infrastructure as required by IRIS for conducting the training program.
5. **Placements:** IRIS assures 100% placements to all the students who enroll for this ASNT Level-2 program.

- ❖ **Location of Placements:** Bengaluru & Karnataka State, Hyderabad, Gujarat etc..
- ❖ **Nature of Job:** NDT Engineer, QA/QC Engineer,
- ❖ **Starting Salary** : The starting salary of the Students who are going to be placed by IRIS will be in the range of Minimum. Rs. 15,000 to Rs.25,000/ Month.
- ❖ **Process** : IRIS will arrange interviews and will inform the students. The students will have to attend the interview without fail. Interviews will be arranged till a student gets his first offer letter from a company.

6. Students opting for training shall pay Rs15,000/- (Rupees **Fifteen Thousand only**) per student as the training fee for the ASNT Level -2 program as mentioned in clause 7

7. The mode of payment will be,

At the beginning of the Course : 30%

Intermediate of the Course : 10%

At the end of the Course : 30%

After Placements : 30%

Total : 100% By cheque / DD/ Cash in favour of IRIS

Authorized Representatives

Both parties here to declare that their duty authorized respective representatives shall execute this agreement.

For IRIS (Industrial Radiographic Inspection Services) For ATME College of Engineering

Madhusudhan K T

NDT course Director


I.R.I.S.
No. 310 MIG-2, Phase-2
Group-2, KHB Commercial Complex
Hootagalli, MYSORE-570 018


5/10/18
Dr. L. Basavaraj

Principal
Principal
ATME College of Engineering,
13th KM Stone,
Mysuru-Kanakapura-Bangalore Road
Mallahalli, MYSURU-570028



MEMORANDUM OF UNDERSTANDING

Between

ATME College of Engineering, Mysuru

And

Prolific Systems & Technologies Pvt. Ltd

This memorandum of Understanding (MOU) made and executed on this **13th day of November 2017** between **ATME College of Engineering, Mysuru** an Educational Institution in Engineering & Technology and located at Bannur Road, Mysuru, Karnataka, Pin – 570 028 and represented by **Dr. L. Basavaraj, Principal**, herein after called **ATME** (Which expression shall include its successors and assigns) of the first part:

And

Prolific Systems & Technologies Pvt. Ltd., a company registered and having its Branch office at No.723, First Floor, Lakshmi Narayana Complex, West of Chord Road, Basaveshwar Nagar 2nd Stage, Bengaluru, Pin – 560 086, and represented by, **Mr. R. Anantharaman, Associate Director**, herein after referred to as **Prolific**, which term shall mean and include, unless repugnant to the context and meaning thereof, its Successors, legal representatives and assigns, of the other part:

And whereas both **ATME & Prolific** have agreed to form a '**Strategic Alliance**' for providing a course with placements to the Engineering students for mutual benefit.

And whereas, on the faith and strength of such representation and warranty, both **ATME** and **Prolific** have agreed to enter in to this **MOU** as per the mutually agreed clauses as agreed below:





Prolific will conduct a **PGDAMS (Post Graduate Diploma in Advanced Mechanical Systems)** course at **ATME** College premises / Prolific's Rajaji Nagar Branch for the Final year Mechanical students of **ATME**.

The details are as follows:

1. The duration of the training will be 25 Days – 6Hrs Per Day; Total – 150 Hrs; spanning Seven months from November 2017 to May 2018. Ten days training will be conducted at the ATME College campus and the remaining 15 days training will be conducted at Prolific's Bengaluru Rajaji Nagar branch.
2. The training will be conducted at mutually convenient dates.
3. Required hardware and software will be arranged by **Prolific**
4. **ATME** shall provide the necessary infrastructure as required by **Prolific** for conducting the training program.
5. **Placements:** Prolific assures 100% placements to all the students who enroll for this PGDAMS program.

❖ **Location of Placements** : Bengaluru & Karnataka State.

❖ **Nature of Job** : Mechanical Engineer, Maintenance Engineer, Production Engineer, Trainee Engineer & Design Engineer.

❖ **Starting Salary** : The starting salary of the Students who are going to be placed by Prolific will be in the range of Minimum. Rs. 7000 to Rs. 10000/ Month.

❖ **Process** : Prolific will arrange interviews and will inform the students. The students will have to attend the interview without fail. Interviews will be arranged till a student gets his first offer letter from a company.





❖ Prolific will arrange free of cost accommodation to the students during their training period in Bengaluru.

6. ATME shall pay Rs16000/- (Rupees Sixteen Thousand only) per student as the training fee for the PGDAMS program. The Total amount to be paid by ATME will be Rs.320000/- (Three Lakh Twenty thousand only) as Course Fee for 20 (Twenty) students who have enrolled as on

7. The mode of payment will be,

At the end of 10 Classes	: 30%
At the end of 20 Classes	: 30%
At the end of 25 Classes	: 15%
After Placements	: 25%
Total	: 100%

By cheque / DD in favour of "Prolific Systems & Technologies Pvt. Ltd"

Authorized Representatives

Both parties here to declare that their duty authorized respective representatives shall executive this agreement.

For Prolific Systems & Tech Pvt. Ltd.,

R. Anantharaman
Associate Director



For ATME College of Engineering

13/11/17
PRINCIPAL
Dr. L. Basavaraj
ATME College of Engineering
13th KM, Mysuru-Kanakapura-Bangalore Road
Meilal, Mysuru-570028
Principal



Affiliated to VTU, Belagavi. Approved by AICTE
Mysuru-Kanakapura Road, Mysuru-570028

93&94, K. R. S Road, Belagola Industrial Area,
Metagalli, Mysuru, Karnataka, 570016

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) entered on 8th day of March 2017

By and Between

ATME College of Engineering having its CAMPUS at Mysuru - Kanakapura Road, Mysuru-570028 (Hereafter referred as ATMECE, Mysuru) and represented by **PRINCIPAL, Dr. L Basavaraj.**

AND

GTTC, Mysuru having its CAMPUS at 93&94, K. R. S Road, Belagola Industrial Area, Metagalli, Mysuru, Karnataka, 570016 (Hereafter referred as "GTTC") and represented by **Deputy General Manager, K L Prakash.**

A handwritten signature in black ink, appearing to be 'L Basavaraj', written over a horizontal line.

PRINCIPAL
A.T.M.E. College of Engineering
11th K.M Stone, Bannur Road
Metagalli, MYSORE-570028

A handwritten signature in black ink, appearing to be 'K L Prakash', written over a horizontal line.

K.L. PRAKASH
Dy. General Manager
Govt. Tool Room & Training Centre
Plot No. 93 & 94, Belagola Indl. Area
K.R.S. Road, Mysore-570016



A T M E
College of Engineering



Affiliated to VTU, Belagavi. Approved by AICTE
Mysuru-Kanakapura Road, Mysuru-570028

93&94, K. R. S Road, Belagola Industrial Area,
Metagalli, Mysuru, Karnataka, 570016

The purpose of this agreement is with reference to defining the areas of co-operation benefiting both the organizations & agreeing to offer a package of academic interface program consisting of the following areas:

1. Industry & Institution interaction to an insight into the talent developments / requirement of the industries to mould the students to meet tomorrows challenge.
2. To provide Industrial Training & Exposure to students & faculties to build confidence to have smooth transmission from academic to working career
3. Industrial visit to increase the knowledge level of students
4. Arrangements of joint seminars from industrial professionals to share their knowledge with students & faculties.
5. Organizing of joint meetings of industrial professionals with faculties to discuss on various topics & curriculum to incorporate requirements of present day industries.
6. To provide support for the execution of project work to the students in the latest development / requirement of industries.
7. Identifying & organizing need based training to students & faculties.
8. To Co-ordinate with industries for placement of students.
9. The parties would mutually decide & agree the fees to be collected from each candidate depending upon the training program to be enrolled / conducted. -To award joint certification as may be appropriate to those who successfully complete the training programs.
10. The parties shall take all necessary steps to protect the confidentiality of such materials or information either party shall use the confidential information of the party for the purpose other than those contemplated.

ATME College of Engineering, Mysuru
PRINCIPAL
A. V. V. E. College of Engineering
11th K.M Stone, Bannur Road
Mettanalli, MYSORE-570028

GTTC, Mysuru.
KL PRAKASH
Dy. Secy
Govt. Tool Room & Training C
Plot No. 93 & 94, Belagola Indl. Area
Metagalli, Mysuru-570016



A T M E
College of Engineering



Affiliated to VTU, Belagavi. Approved by AICTE
Mysuru-Kanakapura Road, Mysuru-570028

93&94, K. R. S Road, Belagola Industrial Area,
Metagalli, Mysuru, Karnataka, 570016

11. The relevant subject expert faculty services will be utilized based on their availability by means of deputation / working arrangement / external faculty.
12. The parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure an additional opportunity for one other.
13. None of the parties shall issue any press release, public announcements or any other such disclosure concerning this agreement without mutual consent.
14. Any other relevant issues may be discussed & agreed upon on mutual consent.
15. If any dispute arises; it shall be resolved mutually by both the parties. However, the decision of Managing Director, GTTC and Principal, ATMECE will be final & binding.
16. The agreement of co-operation may be executed on two counterparts each of which shall be deemed as original and together shall constitute one and the same document.

VALIDITY

This agreement of co-operation is valid for duration of three years (3 years) with effect from the date of signing of the agreement of co-operation and can be renewed by mutual consent thereafter. Either party can cancel or terminate this agreement unilaterally without assigning any reason by giving an advance notice to the other party.

PRINCIPAL
A. T. M. E. College of Engineering
11th K.M Stone, Bannur Road
Mellanail, MYSORE-570028

K.L. PRAKASH
Dy. General
Govt. Tool Room & Training Centre
Plot No. 93 & 94, Belagola Indl. Area
MIRB. Road, Mysore-570016



A T M E
College of Engineering



Affiliated to VTU, Belagavi. Approved by AICTE
Mysuru-Kanakapura Road, Mysuru-570028

93&94, K. R. S Road, Belagola Industrial Area,
Metagalli, Mysuru, Karnataka, 570016

The Memorandum of Understanding shall come into effect from **MARCH 2017**

In witness where the parties have set their hands here to on the day & year written above under their representative seal of office.

For: ATMECE

For: GTTC

[Signature] 8/3/17
Name: **Dr. L BASAVARAJ**
PRINCIPAL
Designation: **PRINCIPAL**
T.A.E. College of Engineering
11th K.M. Stone, Bahadur Road
Mellanalli, MYSORE-570028
Date:

[Signature]
Name: **K L PRAKASH**
K.L. PRAKASH
Designation: **Deputy General Manager**
Govt. Tool Room & Training Centre
Plot No. 93 & 94, Belagola Ind. Area
K.R.S. Road, Mysuru-570016
Date:

Witness:

Witness:

1

1

2

2

3

3