



उत्तर प्रदेश UTTAR PRADESH



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Memorandum of Understanding

This Memorandum of Understanding ("MOU") is executed on **June 10, 2020**



BY AND BETWEEN

Cholamandalam MS Risk Services Ltd., (having CIN U74140TN1994PLC029257 & PAN AABCC6610Q), a company registered under the Companies Act, 1956 and having its registered office at Dare House, No.2, NSC Bose, Road, Parrys, Chennai 600 001, herein represented by its authorized signatory, (hereinafter referred to as "**Company**") which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interests and permitted assigns) of the First Part

AND

Rajiv Gandhi Institute of Petroleum Technology, an institute, set up by Ministry of Petroleum & Natural Gas (MOP&NG), Government of India, through an Act of Parliament (i.e. "Rajiv Gandhi Institute of Petroleum Technology Act 2007") having its office at Jais, District Amethi, Uttar Pradesh, herein represented by its authorized signatory, (hereinafter referred to as "**Institute**", which expression shall unless repugnant to the meaning or context hereof be deemed to mean and include its successors and assigns) of the Second Part; and

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Institute and Company are hereinafter jointly referred to as “Parties” and individually as Party and as the context may require.

WHEREAS:

1. Company is engaged in the business of risk management services.
2. Institute is inter-alia promoting, developing, providing and delivering world class education, training, and research to roll out efficient human resources to meet the growing requirements in job market.
3. The Company offered to the Institute to co-brand a training program to be conducted by the Company for candidates sourced & approved by the Institute (“**Candidates**”) to be conducted in the premises of Institute in the discipline of Engineering or such other discipline as may be mutually agreed (“**Discipline**”) by way of executing a Statement of Work (“**SOW**”, per format given in Annexure hereto), leading to Award of Certification (“**Certificate**”) as may be agreed in the SOW, with fee payable by the candidates (“**Fees**”) directly in the name of the Institute as may be agreed in the SOW (collectively referred to as “**Training/Training Program**”). The Institute Agreed to the same.
4. The Parties thus desired and agreed to reduce their understanding into writing as under.

NOW THEREFORE THIS MOU WITNESSETH AS FOLLOWS:

Scope

1. Institute and Company shall offer the Training Program, on successful completion of which the Institute shall award the Certificate to the Candidates, who have successfully completed the Training Program.
2. It is clarified and agreed that the Discipline, Certificate, Fees, duration & venue of Training, mode of Training (i.e., classroom / online / etc.), batch size of each Training Program and such other details shall be recorded in the SOW, as and when a new Training Program is introduced.

Institute’s Obligations

Subject to otherwise agreed between the parties, following shall be the obligations of the Institute:

1. Based on the pre-approved eligibility criteria as given by the Company and discussed with the Institute for each Training, to source, interview, shortlist, approve & inform the details of Candidates to the Company for the purpose of the Training.
2. To promote the Training Program and have the required batch size for each Training Program as may be agreed between Institute and the Company from time to time. However, the size of the batch will not absolve the Parties from any of its respective obligations in any manner.



3. To release a half-yearly or annual calendar of the Training Program that it proposes to conduct with the Company, pursuant to discussions and agreement with the Company.
4. To provide adequate infrastructure for successfully conducting the Training Program and as may be required by the Company. Such infrastructure shall include but not limited to class rooms, office premises, and internet connectivity.
5. To collect the Fees from the Candidates and issue receipts thereof. Institute shall ensure that the Fees shall be at par for all the Candidates and shall be within the parameters as set by the appropriate authorities and shall not be revised during the term of this MOU, without prior consent of the other party. Institute understands and agrees that Company shall not be liable or responsible in any manner for any issues arising out of such fixation, payment or non-payment, etc. of Fees and undertakes to deal with any such issues without any obligation or liability on the part of Company.
6. To inform the Candidates in an adequate manner that the Fees paid will be non-refundable and cannot be adjusted or set-off against any other payments due. It is clarified that the candidate may be required to pay other payment, as may be intimated by the Institute, in addition to the Fees aforementioned.
7. To issue the Certificate to the Candidates, who have successfully completed the Training Program. Institute shall keep Company informed of the status of such Certificates issued by Institute at all points of time.
8. To ensure that the Candidates are enrolled for the Training Program and sign such applications/documents as are necessary.
9. To keep Company informed of any such incidents involving the Candidates that require corrective actions. However, any action shall be the sole discretion of the Institute and the Company shall endeavor to render all reasonable assistance on its part in this regard.
10. To assess the Candidates during the delivery of the Training Program and furnish feedback of such assessment to Company from time to time.
11. To ensure that other faculties of the Institute or anyone associated with Institute does not indulge in anything that would in any manner whatsoever affect Company, goodwill and business of Company during the currency of this MOU.
12. To not use any of the Company proprietary materials/rights contained in the Company Training Program curriculum except to the extent that the same has been developed or designed or created jointly by the Company and the Institute.
13. To support and conduct of campaigns so as to bring awareness to all the students enrolled with the Institute for the Training Programme in various subjects in coordination with Company.



14. To provide sufficient assistance support and cooperation so as to enable the Company to comply with its obligations as mentioned herein.
15. To the extent applicable, to comply with all statutory & regulatory obligations under all applicable laws, statutes, rules regulations, governmental orders now or hereinafter in effect, relating to the performance of its obligations under this MOU.

Company Obligations

Subject to otherwise agreed between the parties, following shall be the obligations of the Company:

1. To engage qualified faculty members at its cost, possessing relevant knowledge and having exposure to requisite fields, subject to prior discussion with the Institute.
2. To develop, design, create and facilitate overall curriculum developed jointly with the Institute and deliver the same for the purpose of Training.
3. Manner and procedure for imparting the training, role and duties of the Company & Institute during the Training will be elaborated at the time of preparation each of SOW.
4. To the extent applicable, to comply with all statutory & regulatory obligations under all applicable laws, statutes, rules regulations, governmental orders now or hereinafter in effect, relating to the performance of its obligations under this MOU.

Reconciliation & Settlement of Accounts

1. The Institute shall bear any or all expenses associated with registration, administration, infrastructure, providing lunch & refreshments, etc., incurred for and in connection with the Training Program.
2. The Company shall bear expenses associated with designing the Training, preparing the course material, printing of books, faculty charges & their travel and stay, incurred for and in connection with the Training Program.
3. The Parties shall discuss and mutually agree on reconciliation & settlement of accounts between them from time to time in writing.

Confidentiality

1. Both the Parties agree to keep confidential any or all information, including any personally identifiable information, Training Program curriculum, Training Program design, Training Program structure, learning modules and other Training Program material, discoveries, ideas, concepts, designs, devices, drawings, materials, specifications, techniques, models, data, documents, processes, procedures, algorithms, software programs, and software source documents including their respective intellectual proprietary rights (“**Confidential**

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Information") furnished by either Party ("Disclosing Party") to the other Party ("Receiving Party").

2. The Receiving party shall ensure that its representatives having access to the Confidential Information shall be bound by same terms of confidentiality as per terms of this clause. The Receiving Party shall treat the Confidential Information as confidential and shall not exploit, use, divulge, directly or indirectly, to any other person, firm, corporation, association or entity, for any purpose whatsoever, and shall not make use of such Confidential information, without the prior written consent of the Disclosing Party.
3. Confidential Information of the Disclosing Party however shall not include information or materials which (i) is or becomes generally known to the public, other than as a result of disclosure by or wrongful act of Receiving Party; (ii) is lawfully obtained by the Receiving Party from a third party without any obligation to maintain the information confidential; or (iii) was independently acquired or developed by the Receiving Party without reference to Confidential Information.
4. Upon the Disclosing Party's written request at any time, including following the expiration or termination of this MOU, the Receiving Party promptly shall cease to use the Confidential Information and return to the Disclosing Party all Confidential Information of the Disclosing Party provided under or in connection with this MOU, including all copies.

Force Majeure

1. Notwithstanding any provision to the contrary in this MOU, neither Party shall be liable for any delay in performing its obligations under this MOU, if such delay or disruption is caused by circumstances beyond its reasonable control to prevent or mitigate as a result of any accidents; acts of war, acts of internal aggression, violence, arson, vandalism, acts of wanton destruction; due to Act of God, war, riot, civil commotion, unforeseen accident, fire floor or storm or terrorist attack; any change of laws, by-laws, policies, guidelines, rules or regulations of the respective governments of the Parties hereto or any applicable judicial pronouncements or decisions, or any other event (hereinafter a "**Force Majeure**"), accordingly the obligations of that Party under this MOU shall be suspended for the duration that the disruption due to the Force Majeure prevents such Party from carrying out its business activities. However, the affected Party may notify happening of such force majeure event to the other Party.

Indemnity

1. Subject to a maximum of Rs.10,00,000/-, either Party shall defend, hold harmless, indemnify and keep the other indemnified against any and all losses, liabilities, claims, actions, costs and expenses arising out of, directly or indirectly, breach of terms and conditions of this MOU by the indemnifying Party.
2. In no event shall either Party be liable for incidental, indirect, special, or consequential damages, special, or punitive damages (including, but not limited to lost profits, business interruption,

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loss of business information or other pecuniary loss), even if advised of the possibility of such damages.

Term & Termination

1. This MOU shall be for a period of 3 years commencing from the date of execution hereof and may be renewed upon mutual consent of the Parties.
2. Either Party may terminate this MOU by giving 30 days prior written notice of its intention to terminate to the other Party. However, all the rights, duties and obligations arose prior to the receipt of notice shall continue and the Parties shall be accordingly bound by them.
3. In case of breach or violation or failure to fulfill any obligation under this MOU or any SOW by either Party the other party will serve a 15 days notice to cure the breach, violation and failure and in case the breach, violation and failure remains not cured within 15 days of notice by the other Party, and in case of a Party involved in insolvency/bankruptcy/such other proceedings or involves then the other Party shall be entitled to terminate this MOU with immediate effect. However, the rights and obligations of the Parties that accrued prior to termination, including ongoing rendering of services for Training Program shall continue and bind the Parties irrespective of the termination of the MOU, till fulfillment of the said obligations.

Miscellaneous

1. Neither Party shall make any public disclosures or announcements regarding this MOU or its subject matter without the prior written consent of the other Party.
2. Neither of any rights, licenses or obligations under this MOU, in part or as a whole may be assigned by either Party to any person or entity without the prior written approval of the other Party.
3. No delay, neglect or forbearance on the part of either Party in enforcing any term or condition of this MOU against the other Party shall either be or be deemed to be a waiver or in any way prejudice any right of that Party under this MOU.
4. In case any provision of this MOU for any reason be held to be invalid, declared illegal or unenforceable, the Parties hereto will co-operate in all ways open to them to obtain substantially the same result or as much thereof as may be possible, including taking appropriate steps to amend, modify or alter this MOU to the minimum extent necessary to cause such provision to be valid, legal or enforceable. If no such amendment, or alteration is possible, then such provision shall be deemed omitted and the balance of the MOU shall remain valid and enforceable and in full force and effect.
5. Any modifications, amendments and variations to this MOU will be subject to mutual agreed reduced in writing by both the Parties.
6. The Parties are independent entities. 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

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association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the Parties. Neither Party nor any of its representatives may make any representation, warranty or promise on the other Party's behalf.

7. All disputes arising out of or in connection with this MOU shall be first attempted to be settled through good-faith negotiation between the authorized representatives within 30 days failing which through mediation within 30 days thereafter, failing which finally through arbitration to be conducted in accordance with the Section 34 of the Rajiv Gandhi Institute of Petroleum Technology Act 2007. The decision of arbitrators shall be final and binding. The Parties shall be subject to jurisdiction of Courts in Rae Bareli. This MOU shall be governed by the laws of India.

Use of Logo & Marks:

1. Either Party shall abide by the other Party's branding and logo (in short intellectual property) usage guidelines and shall use other Party's name and logo only to the extent of the purpose as agreed herein. Save as aforesaid, neither Party shall use the Logo and Mark of other Party without the prior written permission of the other Party.
2. All notices, requests, demands and other communications to be given under this MOU shall be deemed to have been duly delivered either by email or by Registered Post Acknowledgment Due/Speed Post or couriered to the address provided above and below:

Institute: Dr. M.S. Balathanigaimani, Dean, R&D, **Email:** dord@rgipt.ac.in

Company: Mr.N.V.Subbarao, Chief Executive, **Email:** subbaraonv@cholams.murugappa.com

This document is executed in two counterparts, each of which, when so executed and delivered, shall be deemed to be an original, but both counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF the Parties have executed through their authorized representatives these presents on the date first hereinabove written.

For Cholamandalam MS Risk Services Limited, For Rajiv Gandhi Institute of Petroleum Technology,

Authorised Signatory
Mr.N.V Subbarao / Chief Executive

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10/6/2020
Authorised Signatory
Prof. A.S. K. Sinha/Director

Witnesses:

1. Mr.Sujith R, Senior Manager ,CE Office
2. Dr. M.S. Balathanigaimani, Dean &D

M.S. Balathanigaimani
10/6/2020



Annexure
(Format of Statement of Work)

This Statement of Work No. ___ ("SOW") is made and entered into on _____, by and between Cholamandalam MS Risk Services Ltd., (Company) and Rajiv Gandhi Institute of Petroleum Technology (Institute) pursuant to the Memorandum of Understanding dated _____ ("MOU"), which MOU is hereby incorporated herein by this reference and the SOW will be an integral part of the Agreement.

The terms and conditions of the Agreement will apply to this SOW unless otherwise specifically provided for under this SOW.

Any capitalized term used but not defined in this SOW shall have the meaning assigned to such term in the Agreement.

In case of any conflict of provisions of this SOW and the Agreement, both the documents shall read in conjunction with each other so as to understand the common intent of the Parties.

Under this SOW, the Parties agree to the following:

- 1) **Discipline:**
- 2) **Certificate:**
- 3) **Venue:** _____, with/without academic and hostel facilities on twin / triple sharing basis to the Candidates
- 4) **Mode of Training:**
- 5) **Duration:** _____ weeks/months effective the date of commencement of Training
- 6) **Batch:** The Batch size shall be _____.
- 7) **Fees:** Each Candidate shall pay the Training Program Fee of Rs. _____ all-inclusive.
- 8) **Validity:** This SOW shall be valid from the Training commencement date till completion of the same, in accordance with Duration as aforementioned.

IN WITNESS WHEREOF the Parties have executed through their authorized representatives these presents on the date first hereinabove written.

**For Cholamandalam MS Risk Services Limited, For Rajiv Gandhi Institute of
Petroleum Technology,**

**Authorised Signatory
Name/Title**

**Authorised Signatory
Name/Title**

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10/6/2020