

हरियाणा HARYANA

R 631089

**Memorandum of Understanding (MoU)**

This Memorandum of Understanding (hereinafter referred to as "MoU") is made on this 06<sup>th</sup> day of October, 2015.

**BETWEEN**

**The Haryana Skill Development Mission**, registered as a Society under Haryana Registration & Regulations of Societies Act 2012 vide Registration No. 00027 on 4<sup>th</sup> May, 2015 with its Headquarter at Bays No. 7-12, Sector 4, Panchkula, Haryana hereinafter referred to as "**HSDM**" which expression shall unless excluded by or repugnant to the meaning or context thereof be deemed to include its successors and permitted assigns of the first part.

**AND**

**Maruti Suzuki India Limited**, a Company duly incorporated under the Companies Act, 1956 having its registered office at 1, Nelson Mandela Road, Vasant Kunj, New Delhi – 110070 and manufacturing plants at Gurgaon & Manesar, Haryana, hereinafter referred to as "**MSIL**" which expression shall unless excluded by or repugnant to the meaning of context thereof be deemed to include its successors and permitted assigns, of the second part.

- A) WHEREAS HSDM has been registered as a Society under Haryana Registration & Regulations of Societies Act 2012 to function as a non-profit, independent and autonomous organization for implementation of skill development mission in the State.
- B) WHEREAS Maruti Suzuki India Limited, is a subsidiary of Suzuki Motor Corporation, Japan, which currently holds 56.21 per cent equity in MSIL. MSIL has been a pioneer in the

Indian car market for over two and half decades. The company has two manufacturing facilities located at Gurgaon & Manesar in the Haryana State, India. Both the facilities have a combined capability to produce over a 1.5 million vehicles annually. In order to provide opportunity to young Associates for acquiring higher education and to enable positive engagement of Associates with focus on career progression as well as upgrading their technical knowledge and skills and to build a capable and talented pool of supervisors for Maruti Suzuki India Limited (MSIL), MSIL has already become the Industry Partner of HSBTE for training program. Now, MSIL has agreed to provide training to the teachers, trainers and students of technical institutions in Haryana.

- C) Maruti Suzuki India limited has a history of encouraging initiative that supports the nation building process and has been doing so for over 30 years. The Company undertakes various development projects in areas such as education and skill development. MSIL works closely with Government and Industrial Training Institutes (ITIs) for their overall upgradation to make students industry ready and enhance their employability. The upgradation Programme covers faculty development, student development, infrastructure development and industry connect for the students.
- D) **WHEREAS**, MSIL and HSDM have mutually agreed to pool their resources and use each other's strengths to promote the aforesaid objectives.

#### **NOW THIS INDENTURE WITNESSETH AS UNDER**

##### **1. Objective:**

Short terms program – for Training of Trainers and Up-skilling of diploma students.

The very objective of this "MoU" is to pool the respective strengths, resources, expertise and goodwill of both the respective parties to the MoU for the purposes of enhancing the employability opportunities of the Associates as per need of the Manufacturing and Auto Industry by imparting training in terms of this MoU.

##### **2. Role of HSDM:**

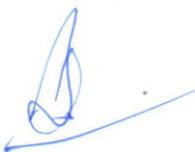
HSDM will get approved the course content/ learning content developed by MSIL in consultant with HSDM.

MSIL and HSDM certificate will be issued to all the successful candidates after completion of training.

##### **3. Role of MSIL:**

MSIL will train the teachers/ trainers/ students of technical institutions as mutually agreed by both the parties.

MSIL will provide skill/ knowledge & their expertise to carry forth the aforesaid initiative.



MSIL at its sole discretion shall provide a guest faculty for specific topics, if required, during the training program.

#### 4. Training (Skill Up-gradation):

- Atleast 1000 students and 150 trainers (@ 5 trainers per polytechnic) will be trained in a year.
- Training will be free of cost.
- Flexi duration of training as per requirement.
- Technical components & soft skills will be the part of the training.
- MSIL will also give the Web base training & Practical training without any training fee.

#### 5. Validity:

MoU will be valid for a period of ~~one year~~ <sup>three</sup> ~~the~~ <sup>up to</sup> from the date of signing of the same and can be renewed further on mutually negotiated terms and conditions in writing.

#### 6. Warranties and Representation:

Each party warrants and represents to the other party that the following warranties and representations are true as of the date of this MoU (except for matters disclosed to the other party in writing prior to the said date).

- a) It is willing to enter into this MoU and undertakes to perform the obligations as stated in this MoU.
- b) It has no outstanding commitment, liabilities or obligations, contractual or otherwise, which would in any way conflict with or impede its ability and right to enter into this "MoU" or fulfill any and all of the obligations hereunder, or to conduct the Activities contemplated hereby;
- c) It is not in violation of or in default of any provision of its **Memorandum of Association** or Rules and Regulation or any "MoU" to which it is a Party or of which it has knowledge.
- d) It is not subject to any existing, pending or threatened litigation or other proceedings which would materially affect the planned activities under the MoU.
- e) There is no material error or omission in any representation and warranty as set forth in this Clause.
- f) It has obtained all statutory or regulatory approvals of its State/Country, as may be required and appropriate in connection with this "MoU" or for carrying out of the Activities stated therein.
- g) It has empowered to act, incur, assume or create any debt, liability or obligation on behalf of the other Party.
- h) Either party shall take prior written approval from each other before using any of its trademarks, logos or intellectual properties in any manner and form.



- i) Each Party ("Warrantor") agrees to indemnify and hold the other Party harmless from any and all liabilities (direct or indirect), losses, costs, damages, finder's fee, commission and expenses, including attorneys' fee and costs of litigation or arbitration, which the other Party may sustain by reason of a Warrantor's breach of any of the representations and warranties, as set forth in this clause.

#### **7. Termination:**

- a) This "MoU" may be terminated forthwith by any Party upon the sending of notice in writing upon the occurrence of one or more of the following events:
  - i) If the other Party shall commit a breach of any of its obligation under this "MoU", and shall fail to remedy within 15 days from the date written notice is sent to such Party requiring that such breach be remedied;
  - ii) If the other Party shall become incapable for a period of three (3) months of performing any of its obligations under this "MoU" because of any unforeseen event;
  - iii) If the other Party becomes insolvent or incapable of performing its duties under this "MoU".
- b) The "MoU" may be terminated by either Party without assigning any reason by giving two months' written notice to the other Party.

#### **8. Confidentiality:**

- a) Each of the Parties hereto shall hold in confidence all documents and other technical or commercial data or information supplied to it by or on behalf of the other Party relating directly or indirectly to this MoU ("Confidential Information"). Neither Party shall disclose such Confidential Information to any third party without the written consent of the disclosing party, provided that each Party shall be permitted to disclose Confidential Information to its employees, affiliates, and any Government/regulatory/statutory authority as prescribed or if so required under any law with intimation to disclosing party on a need to know basis.

Further, notwithstanding anything contained herein, the term Confidential Information and the restriction on use and disclosure of the same set out above shall not apply to any information which;

On the date of its disclosure is public knowledge; or

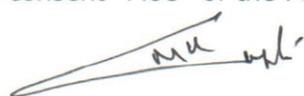
Is lawfully received by the Parties without breach of this clause

Is already known by the Parties at the time of disclosure as evidenced by the respective Parties' written documentation

Either Party previously agrees in writing that it may be disclosed

#### **9. Consequences of Expiry of Term or Termination of "MoU"**

- a) Termination of this "MoU" shall be without prejudice to the rights and liabilities accrued of the Parties hereto to the "MoU" at the date of termination, unless waived in writing by the mutual consent "MoU" of the Parties.





The key and contact persons for the smooth operations of MoU from the parties will be:

**HSDM**

K.K. Kataria  
Director Technical Education, Haryana

**Maruti Suzuki India Limited**

Mukesh Kumar Gupta  
Vice President,  
Maruti Suzuki Training Academy, MSIL

**12. Governing Law & Jurisdiction:**

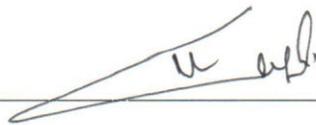
The agreement shall be governed and interpreted by and construed in accordance with the substantive laws of India. All disputes arising under or in relation to any matter herein shall be subject to the jurisdiction of Courts of Haryana/ High Court of Punjab and Haryana at Chandigarh.

**13. Non exclusively:**

This agreement would be non exclusive in nature. Both parties shall be free to enter into similar agreements with any other organization(s), as and when required.

**14. Miscellaneous:**

1. The Memorandum of Understanding (MoU) as outlined in this document is not intended to be a legally binding document.
2. Any other matter not included in this MoU which is necessary for the smooth functioning of the Scheme shall be finalized among HSDM and MSIL on mutual terms and conditions.
3. The use of the name, logo and/ or official emblem of any of the Parties on any publication, document and/ or paper is allowed only, after seeking explicit prior permission in writing of the owner party.
4. No change can be made to this MoU without written consent and duly signed by all the Parties. Additions, deletions and/or alterations to this MoU may be effected with the written agreement of all the parties to this MoU concerning the changes. Documents containing such additions, deletions and/or alterations and signed by all the Parties shall form addenda to this MoU, and be deemed to be part of this MoU.
5. The Memorandum of Understanding is not intended to create any legal relation of employer-employee or of principal and agent relationship amongst the parties.
6. Through this Memorandum of Understanding HSDM and MSIL affirm their commitment to fulfill and achieve the objectives mutually agreed upon in this Memorandum of Understanding.
7. Amendments to this "MoU": No amendments, changes, alterations or modifications to this "MoU" shall be effective unless in writing and signed by both the Parties and, if required, upon approval by the competent authorities of each Party hereto.

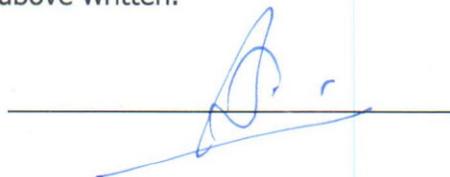


8. Entire "MoU": This "M.O.U" supersedes all previous representations, understandings or "MoUs", oral or written, by and between the Parties hereto with respect to the subject matter hereof, and together with the Appendixes hereto contains the entire understanding of the Parties hereto as to the terms and conditions of their relationship. Headings of Clauses in this "MoU" are for convenience only and do not substantively affect the terms of this "MoU".
9. Implementation and Observation of this "MoU": Each Party undertakes to carry out this "MoU" in good faith and to respect the spirit as well as the letter of its provisions. Each Party undertakes to carry out this "MoU" in good faith and to respect spirit as well as the letter of its provisions.
10. Non Waiver: Failure of any Party hereto to insist upon the strict and punctual performance of any of the provisions hereof shall not constitute waiver of, or estoppel against, asserting the right to require such performance, nor should a waiver or estoppel in one case constitute a waiver or estoppel with respect to a later breach whether of similar nature or otherwise.
11. Disclaimer of Agency: This "MoU" shall not be deemed to constitute any Party hereto the agent or partner of the other Party and nothing in this "MoU" or in the performance by the parties hereto of their respective obligations/responsibilities shall be construed so as to create any partnership or association of persons. Both the Parties hereto shall act on a Principal to Principal concept.

IN WITNESS WHEREOF, the authorized representatives of the respective Parties hereto have set their hands on the day and year first above written.



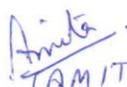
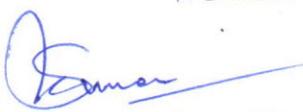
**Maruti Suzuki India Limited**



**Haryana Skill Development Mission**

**In the presence of:**

**Witnesses**

1.   
(AMITA) Dy. Director  
Technical Education, Haryana
2.   
SANJEEV KUMAR  
Dy. Director  
Technical Education Deptt.  
Haryana