

## **MEMORANDUM OF UNDERSTANDING**

This **MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as “**MOU**”) is entered on this 7<sup>th</sup> of June 2024, by and between:

**VOLVO GROUP INDIA PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at Yalachahally, Tavarekere Post, Hosakote, Bengaluru – 562 122 (hereinafter referred to as “**VGIPL**” which expression shall unless it be repugnant to the context be deemed to mean and include its successors & affiliates) represented herein by its authorized signatory of the **FIRST PART**.

**AND**

**MANIPAL ACADEMY OF HIGHER EDUCATION**, Institute of Eminence and Deemed-to-be University under Section 3 of UGC Act, 1956, having its registered office at Madhav Nagar, Manipal – 576104, Karnataka, (hereinafter referred to as “**MAHE**”, which expression shall unless repugnant to the context or meaning thereof, be deemed to include its administrator, successor in office, representative and assigns) of the **SECOND PART**.

**VGIPL** and **MAHE** are Individually referred to as “**Party**” and collectively referred to as the “**Parties**”.

### **WHEREAS**

- A. **VGIPL** is engaged in the trade and business of assembling/manufacturing commercial vehicles having its factory in Hosakote District, Bangalore.
- B. **MAHE**, an institute of eminence and deemed-to-be-university, is a leading university with extensive technical and professional expertise and facilities to provide education, training, and conduct research in various fields **MAHE** has been established to impart education and pursuant to attainment of a professional degree, support them in getting placements in good companies.
- C. The **Parties** agreed to collaborate and extend the co-operation on the skill & competency enhancement of students.

**NOW, THEREFORE,** the Parties mutually agree as follows:

## **1. SCOPE**

- a) Parties agree to pursue the following forms of the corporation within the area of mutually acceptable. Through this MOU, the Parties hereby agree to collaborate for the following activities.
  - I. Prepare & co-offer the curriculum to meet the specific recruitment needs from VGIPL & today`s automobile industry.
  - II. VGIPL, at its sole discretion, may recruit the candidates/ students from the MAHE as per its internal hiring/MAHE policies and shall have the first right of refusal at the campus selections.
  - III. As part of Industry Connect, VGIPL may support lectures on topics related to the curriculum stated in clause a)
  - IV. VGIPL, at its sole discretion, may offer industry-relevant projects to the students at MAHE who have opted for the curriculum stated in clause a). The students will be required to sign a separate NDA to maintain Confidentiality.
  - V. VGIPL, at its sole discretion, may offer opportunities for internships/apprenticeships to students in applicable programs.
- b) Parties shall carry out all activities undertaken under this MoU in accordance with appropriate laws and regulations applicable to them.

## **2. OBLIGATIONS OF MAHE**

- a) MAHE shall select profiles of the students/candidates having the required competency, with an unblemished track record, due care and diligence without any negligence on its part and as per the requirement of the VGIPL.
- b) The MAHE or its representatives shall always act in good faith and a transparent manner for the benefit and in the best interest of the VGIPL and shall not unduly favour any student/candidate of its/their choice. Neither the MAHE nor any of its representative shall represent himself/ itself or hold out as an agent or recruiting partner of the VGIPL or any of its group companies before any person, authority, institution, trust or corporation, or in any media or social media platform, without prior written consent of the authorised representative of the VGIPL.
- c) The MAHE shall carry out its obligations in accordance with the guidelines, instructions and procedures prescribed by the VGIPL from time to time.

Unless otherwise agreed in written form or unless required by mandatory applicable law, the MAHE will not in any manner publish the fact that the VGIPL is providing Assistance to the MAHE and that the MAHE shall not use the name or trademarks or logo of VGIPL or its group companies in Supplier's advertising or other publication or disclosures or dissemination for any purpose whatsoever.

### **3. REPRESENTATIONS & WARRANTIES**

- a) MAHE shall not represent or hold out as a recruitment agency or sourcing agent or such representative to any third party, unless agreed in writing by the VGIPL or act in any such manner which gives the said impression.
- b) MAHE represents that it is lawfully authorised to enter into this MOU and that no actions have been brought or are likely to be brought against them that could prevent the MAHE from providing the Assistance and/or have an adverse effect on the VGIPL
- c) MAHE represents that they are under no contractual or other restrictions or obligations which are inconsistent and/or interfere with the providing of Assistance to the VGIPL .
- d) Except for loss or damages caused through proven gross negligence, the Parties shall have no liability to each hereunder.

### **4. CONFIDENTIALITY**

- a) MAHE commits to keep confidential all commercial, technical information including but not limited to the job description, compensation details, organization, information primarily relating to job details, service fees, commencement of Employee's employment with VGIPL or at any time thereafter during the course of employee's employment with VGIPL, details of employees or any other person, firm, associations, joint ventures or any BU of VGIPL and also includes trade secrets, know-how, research and development, software, databases, inventions, processes, formulae, technology, designs and other intellectual property, information concerning finances, investments, profits, pricing, costs, products, services, vendors, customers, clients, partners, personnel, compensation, recruiting, training, government and regulatory activities and approvals concerning the past, current or future business, activities and operations of VGIPL available to the MAHE either during the tenure of this MOU or thereafter and such information received by the MAHE from the VGIPL is obligated to treat as confidential. Confidential Information shall also include all the preceding information whether disclosed in written, oral, demonstrative, graphic, electronic or machine readable from or by any other media, directly or indirectly received (i) by one Party to the other Party, whether

before or after the date of this MOU (“Confidential Information”), unless such information is or becomes public through no breach of the Second Party of any of its obligations and to keep such information confidential during the term of this MOU and for such further period of 5 year or more as may be agreed.

- b) The obligation to maintain or keeping the information in confidence does not apply to
- c) Information already available to the public at the time of disclosure.
- d) Information which hereafter becomes generally available to the public through no fault of the Second Party.
- e) Information which the Second Party acquires lawfully from a third party having no obligation of confidence to the VGIPL.
- f) Information known to the Second Party as evidenced by its written records prior to its receipt from the VGIPL or
- g) Information which can be shown to have been developed by the Second Party independently of the disclosure of the other Party under this Agreement.
- h) The obligation of confidence does not apply to information required to be disclosed by Law, to court/s, by Rules and Regulations, and to such employees/ persons on a need-to-know basis for the purpose of carrying out its performance / legal obligations, if any, provided that the Second Party delivers a copy of such order or action to the VGIPL .
- i) MAHE shall also ensure that all its representatives who are provided access to the Confidential Information shall follow the confidentiality obligations imposed by the VGIPL on the MAHE. MAHE shall share to the VGIPL , the personal sensitive information pertaining to the students/candidates after duly receiving the required consent, if any required, from the said students/candidates.

#### **5. DATE PROTECTION:**

Parties shall implement appropriate measures to ensure the security and confidentiality of the personal data and information of the other Party, its employees, agents and representatives obtained during the term of this Agreement and shall be bound by all the relevant laws and regulations that are intended to protect data and personal information, including but not limited to Digital Personal Data Protection Act, 2023.

#### **6. PERFORMANCE REVIEW:**

In case of any consideration, VGIPL shall carry out a review based on-the SLA /KPI agreed between the Parties and MAHE shall take appropriate remedial action. This is without

prejudice to the rights of the VGIPL to deduct from the fees if any payable to the MAHE on account of any lapses, deficiencies or default in the provision of the Assistance to VGIPL, in terms of this MOU and other agreed conditions, at its sole discretion.

#### **7. RELATIONSHIP BETWEEN THE PARTIES**

- a) Nothing contained in this MOU nor the subsequent conduct or agreements of the Parties shall create or be interpreted to create, the relationship of principal and agent, master and servant or employer and employee and the MAHE and/ or its representatives/ employees shall always remain independent.
- b) The MAHE further agrees and acknowledges that the VGIPL has agreed to avail the Assistance of the MAHE on a non-exclusive basis and that by virtue of this MOU, there are no express commitments with regard to future businesses. Further, the MAHE agrees and acknowledges that the VGIPL shall have the sole and exclusive discretion to recruit /reject any candidature or profile proposed by the MAHE.

#### **8. FRAUD AND CORRUPT PRACTICES, COMPLIANCE WITH LAW & INTEGRITY:**

- a) MAHE shall directly or through another, shall observe the highest standard of ethics during the subsistence of this MOU and comply with all the applicable laws and regulations. VGIPL may terminate this MOU, without being liable in any manner whatsoever, if it determines that MAHE has directly or indirectly or through an agent, engaged in corrupt practice(s), fraudulent practice(s), coercive practice(s), undesirable practice(s) and/or restrictive practice(s).
- b) For the purpose of this clause, any non-compliance of applicable laws on part of MAHE shall give VGIPL the exclusive and unilateral right to terminate this MOU without written notice.

#### **9. TERM**

This MOU shall remain in force from June 1, 2024, (Effective Date) until May 31, 2027("Term"). The Term may be extended for such further period/s as mutually agreed upon between the Parties on the terms and conditions mutually agreed upon between them.

#### **10. TERMINATION**

- a) Either Party may terminate for convenience this MOU at any time by giving 30 days of prior written notice to the other Party.

- b) This MOU may be terminated by either Party if there is any breach of this MOU by the other Party that has not been rectified within thirty (30) days after delivery of a written notice specifying the breach.
- c) Either Party may also terminate this MOU if the other party is unable to provide the required assistance as per the requirements of this MOU. Upon termination of this arrangement, both parties shall ensure that assistance agreed upon by the parties shall be completed and that there is no work pending that shall cause loss or inconvenience to the parties. In the event of termination of this arrangement for any cause whatsoever, both parties shall have no claim against each other for any sums by way of compensation, damages or otherwise.

#### **11. ASSIGNMENT**

MAHE shall not assign, transfer or sub-contract any of its and obligations, except with the prior written permission of the VGIPL

#### **12. ENTIRE MOU**

This MOU is the entire MOU between the Parties on the subject matter. All representations, communications, prior proposals, MOUs and discussions - whether oral or written - in relation to the subject matter are superseded by this

#### **13. AMENDMENT**

Any amendment or modification to this MOU shall be made only with the prior written consent of the Parties.

#### **14. SEVERABILITY**

Any part, term or provision (or part of a provision) of this MOU which is determined to be void, illegal or unenforceable by a court or authority of competent jurisdiction shall be severed from the MOU and the remaining parts, terms and provisions of the MOU shall remain in full force and effect.

#### **15. WAIVER**

No waiver by a Party of any condition or of any breach of any term, covenant, representation or warranty contained in this MOU will be effective unless in writing, and no waiver in any one or more instances will be deemed to be a further or continuing waiver of any such condition

or breach in other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.

## **16. NOTICES**

Any notice requiring to be made or given by the Parties shall be sufficiently made or given if sent by that Party to the other by hand delivery or Registered Post, duly acknowledged at the respective addresses of the Parties,

For the purposes of this Clause, the address shall be as mentioned herein below:

For VGIPL:

Attn: Dr. Ranjith Thavarul Puthiyedath

Address: #65/2, Bagmane Tech Park

Block - A, 5th Floor Parin Building

C.V. Raman Nagar, Bengaluru - 560 093

Phone: +91 80 6691 2000

Email: ranjith.tp@volvo.com

For MAHE

Attn: Registrar

Manipal Academy of Higher Education

Manipal EDU Building, Madhav Nagar,

Manipal-576104, Karnataka

Phone: 0820 2922323 / 22980

Email: registrar@manipal.edu with cc to  
Legal.mahe@manipal.edu

## **17. APPLICABLE LAWS & JURISDICTION**

This MOU shall be governed by the laws of India. Any disputes/questions arising out of this MOU shall be subject to adjudication by a court having territorial jurisdiction over Bengaluru, Karnataka, India.

## **18. DISPUTE RESOLUTION:**

In the event of any dispute related to the interpretation or rights or liabilities arising out of this MOU, the same shall, at first instance, be amicably settled between the parties. If any dispute is not settled amicably within five (5) days, it shall be referred to mediation at an Institution providing mediation services that is agreeable to the parties, based in Bengaluru, Karnataka India. In case the parties are unable to resolve such dispute within fifteen (15) days of commencement of the mediation, which time-limit is extendable by mutual agreement, then the same shall be referred to a sole arbitrator to be appointed by mutual consent of both the parties in accordance with the provisions of the Indian Arbitration Act, 1996 and decision of

such arbitration shall be final and binding on both the parties. The place of arbitration shall be 'Bengaluru' and the language of the arbitration shall be English.



#### **19. GENERAL TERMS**

- a) Counterparts: This MOU may be executed in two counterparts, each of which shall be deemed to be an original, but all of which signed and taken together, shall constitute one document.
- b) Force Majeure: If either Party is unable to perform its obligations under this MoU due to any force majeure event including but not limited to acts of war, hostility, civil commotion, natural calamities, fires, floods, explosions, pandemic, epidemics, quarantine restriction, strikes, lockouts or act of God, beyond the reasonable control of the Party this MoU shall remain suspended for such duration till such inability lasts, provided that the Party so effected shall take all reasonable measures to minimize the effect of the Force Majeure event and shall resume its obligations immediately upon cessation thereof. If the force majeure event subsists for period of more than thirty (30) days, Parties shall mutually decide either on continuity or termination of this MoU.
- c) Execution: This MoU may be executed in any number of counterparts, all of which together will constitute one and the same MoU, executed either electronically / digitally or physically as per Parties mutual convenience. In the event Parties choses to sign this MoU electronically / digitally, then such electronically / digitally signed MoU shall be valid and binding as if the same has been physically signed by the Parties.



[The rest of the page is intentionally left blank. Signature page to follow]

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their respective duly authorized representatives.

**For Volvo Group India Private Limited**

 <u>Kamal Bali / VOLVO (Jun 7, 2024 11:12 GMT+5.5)</u>	 <u>Ranjith (Jun 7, 2024 13:02 GMT+5.5)</u>
<b>Name: Kamal Bali</b> <b>Title/ Designation: President &amp; MD, Volvo Group India</b>	<b>Name: Dr. Ranjith Thavarul Puthiyedath</b> <b>Title/ Designation: Head – Talent Acquisition, India</b>

**For Manipal Academy of Higher Education**

 <u>Dr. P. Giridhar Kini</u>	 <u>Anil Rana (Jun 6, 2024 18:11 GMT+5.5)</u>
<b>Name: Dr. P. Giridhar Kini</b> <b>Title/ Designation: Registrar, MAHE</b>	<b>Name: Cdr. (Dr.) Anil Rana</b> <b>Title/ Designation: Director, MIT Manipal</b>