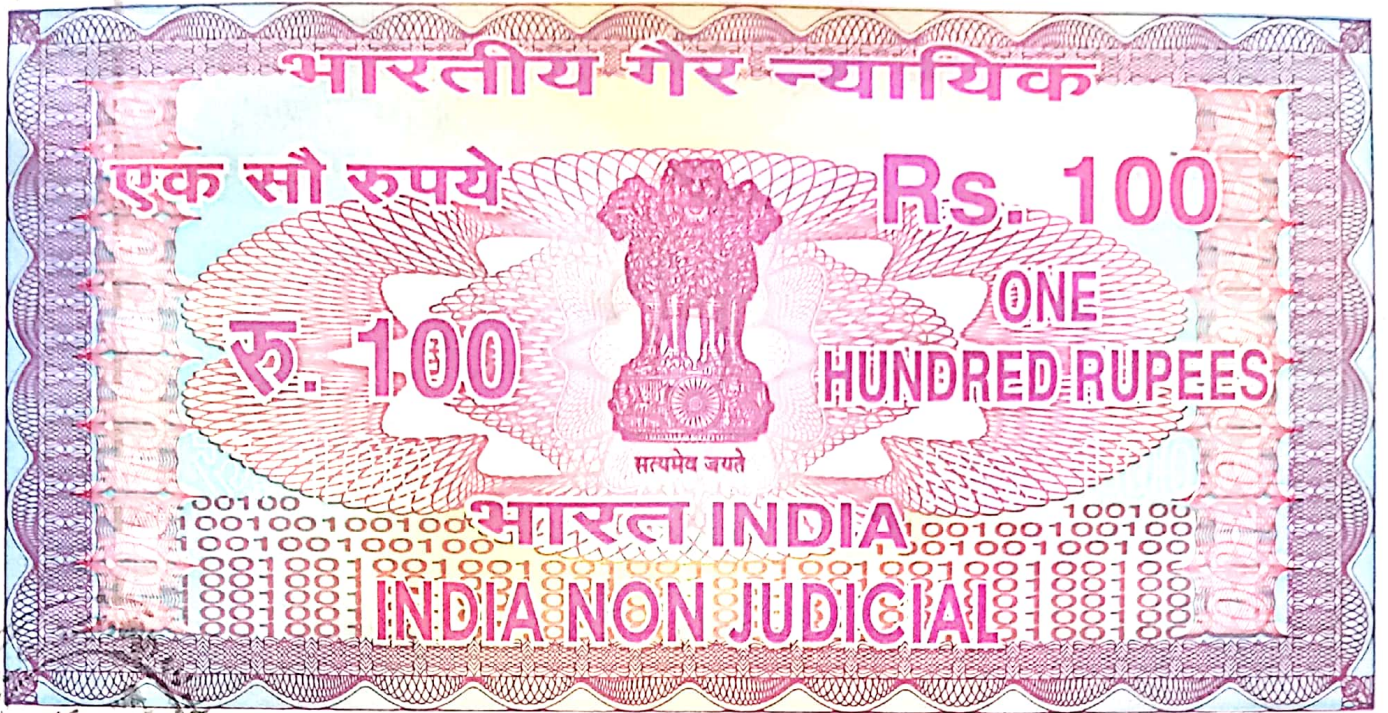


21 APR 2022

TVS TRAINING AND SERVICES LTD.

CP 128378

T. SARAVANAN
STAMP VENDOR

No. 227, Vanniyar Street,
Padi, Chennai-600 050.
Licence No. 1 / 2010 / Padi

AGREEMENT

This Agreement is made at Chennai this 25th day of April 2022 and is valid for a period of 2 year from the aforementioned date.

BETWEEN

Sathyabama Institute of Science and Technology an academic institution established under Section 3 of UGC Act, 1956, located at Jeppiaar Nagar, Rajiv Gandhi Salai, Chennai-600 119" herein after referred to as "SATHYABAMA" which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns of the first part.

AND

TVS Training and Services Ltd, having its registered office at Jayalakshmi Estates, no.29, Haddows road, Nungambakkam, Chennai – 600 006 (hereinafter referred to as TVS TS, which expressions shall, where the contexts so admits mean and include its successors, executors, administrators and assignees) of the part.

WHEREAS SATHYABAMA is engaged in providing lab facility to train the students studying in SATHYABAMA as well as outsiders which include students studying in other Institutions and employees working in Industry.

WHEREAS TVS Training and Services Ltd, is engaged in the activities and had expressed its willingness to associate with SATHYABAMA for the Training Program as detailed in this Memorandum of understanding.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND OBLIGATIONS SET FORTH HEREIN BELOW, THE PARTIES HAVE AGREED TO THE FOLLOWING TERMS AND CONDITIONS:

1.0 ROLES AND RESPONSIBILITIES OF SATHYABAMA

- 1.1 To nominate the 2nd, 3rd and 4th year students from the streams which pertain to School of Mechanical Engineering (includes Mechanical, Automobile, Aeronautical and Mechatronics) and depute them for the training which is detailed in Annexure (1).
- 1.2 SATHYABAMA will take responsibility to support, to conduct, nominate to job oriented training and value added training except outside nominations Annexure (1).
- 1.3 SATHYABAMA shall also organize Seminars, Workshops and Value Added Programs during the academic period or during semester holidays as part of MoU.
- 1.4 SATHYABAMA shall provide lab facility for all training like workshop, value added training and job oriented training.

1.0 ROLES AND RESPONSIBILITIES OF TVS TS

- 1.1 TVS TS shall ensure orderly conduct of the programs as defined in the “syllabi” of the Training Program.



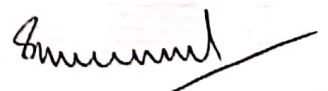
- 1.2 TVS TS shall inform SATHYABAMA of specific absenteeism or of any behavior of the student which does not conform to the acceptable standards.
- 1.3 TVS TS shall support project for the final year students under the aegis of Final year Projects and will be on chargeable basis.
- 1.4 TVS TS, shall award a certificate and certify the students who have successfully complete the training program

3.0 JOINT RESPONSIBILITIES OF TVS TS AND SATHYABAMA

- 3.1 TVS TS will impart training at SATHYABAMA, Chennai.
- 3.2 TVS TS provide value added training for different domain to internal students and external (other college candidates) using Mechanical, Electrical and Electronics and allied lab facilities, Hence which comes revenue sharing model.
- 3.3 Each party nominates an official from their respective establishments to co-ordinate all activities contemplated in this agreement.
- 3.4 TVS TS and SATHYABAMA can mutually arrange training camps/workshop in SATHYABAMA premises in the future and any such activity will be amended with this MoU, which will be drawn from time to time.

4.0 MODALITIES OF TRAINING

- 4.1 The training period can be staggered if mutually agreed between all parties concerned. A separate confirmation will be drawn for each batch as mutually agreed between both the parties.
- 4.2 SATHYABAMA is required to send to TVS TS the plan if staggered for the entire academic year at the start of the program.
- 4.3 SATHYABAMA shall request for revision or up-gradation of the syllabi at the end of the academic year to TVS TS. TVS TS shall undertake all such changes after the changes are mutually agreed to by TVS TS and SATHYABAMA. Both parties explicitly agree that all intellectual property of this program or any such program developed by TVS TS for SATHYABAMA shall remain with TVS TS. SATHYABAMA understands and agrees that it need to seek explicit written permission ahead of using any such material.



5.0 PAYMENTS AND REVENUE SHARING

5.1 In consideration for the services rendered by TVS Training and Services Ltd., under this agreement, a training fee is to be paid by SATHYABAMA. SATHYABAMA shall remit the training fee ahead of program commencement to TVS TS which will be discussed case to case. All proposed fee structures are detailed in Annexure (2) for all batches commencing in the financial year 2021 – 2022.

5.2 If the student drops out of the program for any reason after paying the fee for a given phase of the program the fee shall not be refunded. However SATHYABAMA is not responsible to pay the fees of the students for the remaining phases of the program un-attended. Subsequent to dropouts the batch strength shall not drop below the minimum batch strength indicated in Clause 4.3.

5.3 TVS TS will share 30 % of revenue with SATHYABAMA for all training, which will be held at SATHYABAMA'S premises.

6.0 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings and negotiations between the Parties with respect to the subject matter of this Agreement.

7.0 NOTICES

All notices, communications, requests to be given or made to any of the Parties hereto shall be in writing. Such notices, communications, requests shall be deemed to have been given or made if addressed to the other party and either personally delivered or sent by registered post or prepaid courier delivery service to the address stated below or at such other addresses as may be notified in writing by the Parties. Further notices, communications, requests posted pursuant to this clause shall be deemed served 14 days after posting.

Sathyabama Institute of Science and Technology:

Address:
Sathyabama Institute of Science and Technology,
Jeppiaar Nagar, Rajiv Gandhi Salai, Chennai-600119.

TVS Training and Services Limited

Address:
TVS Training and Services Ltd.,



Jayalakshmi Estates, no.29, Haddows road,
Nungambakkam, Chennai – 600 006.

8.0 FORCE MAJEURE

Notwithstanding anything contained herein above, if the training is disrupted due to reasons beyond the control of parties herein, but excluding the reason of non – payment of amount to TVS Training and Services Ltd, the training period shall stand correspondingly increased to the period of such disruption. If such disruption continues for a period of more than 2 months both the parties are at liberty

9.0 TERMINATION

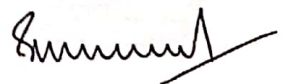
Notwithstanding anything contained in this agreement, either party may terminate this agreement after giving three months advance notice in writing to the other party, intimating its intention to terminate/determine this agreement for the reasons stated therein, and this agreement will come to an end upon the expiry of the said notice period of three months. The mutual obligations of the parties here in however will continue during the notice period. In the event of such termination, neither part hereto shall be liable to the other party for any loss arising therefrom.

10.0 CONFIDENTIALITY

It is specifically agreed that neither party hereto shall, during the currency or for a period of two years after the expiry/ termination of this agreement, disclose or pass on any information to any third party outside its group and/or unauthorized person about the training program or other confidential data such as technical information/specifications or operational information etc., furnished by either parties to the other for successful completion of the training and the agreement. However neither party hereto shall be liable to the other party for any breach of this confidentiality condition by the trainees.

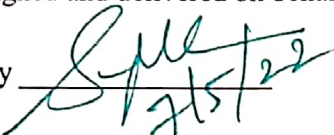
11.0 DISPUTE RESOLUTION

The parties shall attempt to resolve any dispute in connection with this Agreement through amicable discussions. Any dispute arising in connection with this Agreement between and including all such disputes which have not been remedied pursuant to amicable negotiations and which cannot be resolved within 30 days from the date of such notice of dispute or difference shall be referred to Arbitration under the provisions of Indian Arbitration and Conciliation Act, 1996 or any modification or re-enactment thereof for the time being in force. The parties shall bear equally the fee and expenses of the Arbitrator and each party shall bear its own expenses (including legal fee and travel expenses) in connection with the arbitration. All arbitration proceedings shall be conducted in English and the venue for conducting such proceedings shall be at Chennai.



IN WITNESS WHEREOF, both the Parties hereto have duly executed this agreement on the day, month and year first above written:

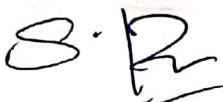
Signed and delivered on behalf of **Sathyabama Institute of Science and Technology**

By 

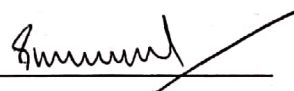
Name: Dr. T. Sasipraba

Title: Vice Chancellor

In the presence of

1. 

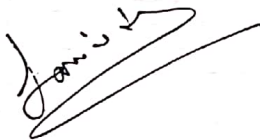
Signed and delivered on behalf of **TVS Training and Services Limited**

By 

Name: G.Narayanamurthy

Title: CEO

In the presence of



ANNEXURE (I)

Training Program

S. No	Departments	Workshop/Value added Programs	Eligibility
1	Mechanical and allied	Industry 4.0 Advanced GD&T Automotive Assembly & Services Lean Six Sigma Production Drawing Quality Systems	Open to all students
2	Electrical and allied	Industrial Automation Electric Vehicle Lab View HVAC High Speed Robotics Electric Drives	Open to all students
3	Electronics /CSE and IT	Data Science Artificial Intelligence Machine Learning Black chain Technology Cloud Computing Internet of Things (IoT) Python programming	Open to all students

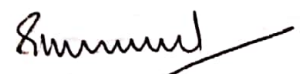
Note:

The Workshop/Value added programs listed above is not comprehensive, program list can be added with more based on the mutual discussion.

S. No	Departments	Job oriented training	Eligibility
1	Mechanical and allied	Manufacturing	Pursuing 4th year in mechanical and allied branches

Note:

In future, job oriented training for other department alsoshall be added this MoU on based on the mutual discussions



ANNEXURE (2)

For Any Value added courses		Online		Offline	
	Min Batch size	Duration (in Hrs)	Program fee INR	Duration (in Hrs)	Program fee INR
	30	15	2500	40	5900
	30	15	2500	40	5900
	30	15	2500	40	5900
	30	15	2500	40	5900
	30	15	2500	40	5900
	30	15	2500	40	5900
	30	15	2500	40	5900

S. No	Job Oriented Training	Duration in Hrs	Program fee / person
1	Manufacturing	120	INR .11,800

Note:

- All the above fee is inclusive of GST and per person
- Mentioned fee is applicable only if exclusive batch with minimum of 30 participants joined from a college.
- Fee per participants will be INR - per person if the batch size is less than 30.