



MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding is made on 21st day of June, 2016

BETWEEN

Manipal University Jaipur having their registered office at VPO- Dehmi Kalan, Tehsil Sanganer, Off Jaipur- Ajmer Expressway, Jaipur-303007, Rajasthan, India (hereinafter referred to as "MUJ")

AND

Bosch Limited, having their registered office at Hosur Road, Adugodi, Bangalore – 560 030, India and its sales office at Bosch Limited, T 304, Sangam Towers, Church Road, Off M.I Road, Jaipur- 302001, Rajasthan (hereinafter referred to as "Bosch")

Manipal University Jaipur and BOSCH are individually referred as Party and jointly referred as Parties.

The Parties wish to enter into Memorandum of Understanding (MoU) for establishing **MUJ – BOSCH Joint Certification Program** (hereinafter referred to as "Joint Training Centre") jointly developed by Bosch along with MUJ in the campus of **Manipal University Jaipur upon the following understanding:**

1. The proposed Joint Training Centre will be established by MUJ as per the concept to be designed by Bosch. The proposed Joint Certification Program will cover Jaipur. It will act as the bridge to address the technological gap and focus on various technical training programme for Bosch network. This Joint Training Centre will also enable training to the diploma, degree students and nearby industries (hereinafter referred to as "Program").
2. BOSCH concept is the efficient combination of hardware, teach ware and courseware which is offered by BOSCH as industry oriented training in the field of automotive technology.



3. MU with assistance of BOSCH (limited only to the assistance mentioned below) will establish and maintain the premises for conducting training courses according to BOSCH concept.
4. BOSCH shall provide know how technology support, supply concept kits for different technologies with non-transferable limited usage licensed copies of teach ware and courseware, train the faculty as "TRAIN THE TRAINER" (TTT) in its training centre in Bangalore as necessary, provide training methodologies in line with BOSCH concept, subject to terms and conditions mentioned hereafter.
5. MUJ through the premises with Bosch approved courses, will impart training to undergraduate, post-graduate, polytechnic, vocational school students to meet industry requirements, bridging the industry academic gap and enhancing the competency levels of students for better employability. MU will also provide industrial training to nearby industrial personnel, successful students will be awarded a joint certificate of BOSCH and MUJ (**Refer the Annexure -2**).

In consideration for Bosch providing training assistance mentioned above MUJ agrees and undertakes to allow Bosch the unrestricted right to use the Joint Training Program premises to directly impart training for Bosch dealer network, OEMs, OEMDs, STUs on cost sharing basis. It being clarified that for Bosch beneficiaries Bosch will provide its own certificates on Bosch specified format.

6. For efficient running of the premises and to cover the recurring cost, it is recommended to charge nominal fees for the course and create a business model. The fee to be charged shall be shared between Bosch and MUJ for their respective efforts as per the terms and conditions contained under **Annexure – 1**.

Institute shall conduct training course(s) for their student and the no. of training days should not exceed 15 calendar days in a month.

7. **In relation to the implementation of the understanding concluded between the Parties above, the Responsibilities with regard to each of the Parties for implementation of the understanding as mentioned above shall be as follows:**

7.1 By MUJ:

MUJ will provide the following facilities for the Joint Certification Program without any cost attached for the infrastructure (hereinafter referred to as "Premises")

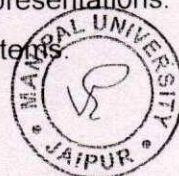
- i) To identify the training modules upgrade requirements in the premises.
- ii) Appoint teaching staff to work in this project.
- iii) Maintain the procured following state of the art Bosch equipment from Bosch Limited, Bangalore for setting up the training centre at MUJ campus.



- 4KW Diesel test bench
 - Battery Charger BML2415
 - Battery Load Tester BLT301
 - Auto Electrical test bench 3 phase-AETB03
 - Tool set for Auto electrical service
 - Air Conditioning Service Equipment(HVAC) ACS651
 - ECU Scanner KTS 570
 - ESI Diagnosis software(SD/SIS)
 - ESI feature and application software
 - Products like Battery, Starter and Alternator
 - 3D Wheel Aligner (console and sensor unit)
- v) To independently develop training class room of 700 Sq.ft with 20 training chairs, Table and Chair for Trainer, also all the teaching aids like OHP, Laptop, Multi Media System etc in Phase 1.
- vi) To independently develop a ventilated workshop area about 700 sq.ft with epoxy coating for facility separately ear marked for Auto electrical, ACS , Battery and Car Scanning Module.
- vii) MUJ shall bear all the costs and expenses of the training courses including printing of books/aids, Utilities, catering, Uniforms, Stationary, Electricity (as required for equipment example- 3phase), Water. Insurance for the premises given to Bosch in institute will be taken care by MUJ.
- viii) Conduct at least 16 training sessions every year from recommended 8 training modules
- ix) Train minimum 150 students / participants every year at " MUJ - BOSCH Joint Certification centre" in MUJ Campus
- x) Joint certification by Bosch & MUJ will be awarded only for the students of MUJ & all other educational Institutions which MUJ provided training based on training modules enumerated under Annexure I and approved by Bosch.
- xi) To pay Bosch all fees applicable for each courses as enumerated under **Annexure 1.**

7.2 By BOSCH:

- i) Conduct "TRAIN THE TRAINER" course at the Bosch Training centre, Bangalore. Refresher training program for the college faculty to be done on chargeable basis at Bosch Training centre
- ii) To provide all the Technical training material/documents in soft copy version on all Bosch Products.
- iii) To Provide Front Board as well as wall charts of BOSCH systems at the centre
- iv) To provide web based training modules and training animations at the centre.
- v) To help the centre for making training documents and presentations.
- vi) To provide BOSCH training documents on BOSCH systems
- vii) To provide training marketing with BOSCH network.



viii) To provide details on commercials including the share in the training fees between MUJ & Bosch.

(Refer Annexure -1).

- The medium of Training Documents (support from Bosch) will be in English only.
- All the above shall, however, be subject to MUJ fulfilling all conditions mentioned under clause 7.1.
- Advanced & Expert courses will be conducted by Bosch alone.

8. Intellectual Property Rights

8.1 With prior written approval of Bosch, MUJ shall be authorized to use materials provided by Bosch during the term of this MoU. Such use is limited, however, to intimate the Training Courses to the Students and public in general who apply for the courses and subject to the guidelines and instructions of Bosch and not to be used for any other commercial purpose outside the scope of this MoU.

8.2 MUJ acknowledges that the right to use the materials (over which Bosch has copyright) herein is for use in relation to the Bosch – MUJ in Jaipur, India only.

8.3 During the term of this MOU, MUJ shall, with prior written permission of Bosch, advertise its association with Bosch, for the purpose of advertising and promoting the Program and the training courses. However, it shall only be in the manner permitted or as prescribed or instructed by Bosch.

8.4 MUJ shall not, under any circumstances whatsoever, use the teaching materials, tools (provided by Bosch and over which Bosch has proprietary rights) for any other purpose other than what has been detailed under this MoU.

8.5 MUJ shall not, under any circumstances whatsoever modify and or alter any material and or impart any training which is in deviation of the courses designed by Bosch. Bosch shall not provide any certification in such a situation. If, however, MUJ has breached the conditions of this provision and has not informed Bosch and Bosch being unaware issues certificates, in addition to its right to recall such certificate it shall also have the right to claim against MUJ for breach and any kind of claim from a third party due to the exercise of a recall right by Bosch and any kind of claim from a third party due to the exercise of a recall right by Bosch.

9. Duration, Amendment and Termination of the MoU

9.1 This MoU shall be valid for a period of three (03) three years from the Effective Date. During the period of its validity, the MoU can be amended any time by mutual consent of both the parties in writing. The MoU can also be terminated by mutual consent or by either party giving the other a written notice of its desire to terminate the MoU by giving three months notice in advance.



9.2 Notwithstanding any termination, the MOU shall continue to survive and be effective with regard to all rights and obligations of the Parties which existed prior to the termination of this MOU until such rights and obligations have been fulfilled into.

Promptly following the request of Bosch, at any time during the term of this MOU and or earlier termination, MUJ will return to Bosch all materials (i.e. Training Content, Front Board, Signage etc) provided to MUJ in furtherance to the understanding between the Parties. Such exercise shall be undertaken by MUJ within 30 days of receipt of such notice from Bosch.

Notwithstanding anything contained above and or under any of the terms and conditions of this MoU if the Parties in good faith continue their business understanding enumerated under this MoU even after expiry or early termination of this MoU, then such relationship shall be governed by the terms and conditions of this MoU until a fresh MoU has been executed.

10. Dispute Resolution and Governing Law

10.1 This MOU shall be governed by the laws of India and subject to arbitration, the courts of Bangalore shall have exclusive jurisdiction for all disputes under this MOU.

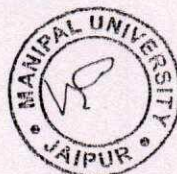
11. Miscellaneous

11.1 This MOU supersedes and replaces any and all prior agreements, understandings or arrangements, whether oral or written heretofore made between the Parties and relating to the subject matter hereof, and constitutes the entire understanding of the Parties with respect to the subject matter of this MOU. This MOU may not be modified, changed, altered or amended except by an express written agreement signed by all Parties hereto.

11.2 This MOU shall be executed in two counterparts, each of which shall be deemed as original but all of this together shall constitute one and the same instrument.

11.3 MUJ hereby shall indemnify and keep indemnified Bosch from and against all claims, demands, actions, suits and proceedings, whatsoever that may be brought or made against Bosch on behalf of any person, body, authority whomsoever and whatsoever and all duties, penalties, levies, taxes, losses, damages, cost, charges and expenses and all other liabilities of whatsoever nature which Bosch may now or thereafter be liable to pay, incur or sustain by virtue of or as a result of the performance or non performance or observance or non-observance by MUJ of any of the terms and conditions of this MOU or otherwise.

In witness whereof the two parties have signed this Memorandum of Understanding by the hand of, on behalf of BOSCH LIMITED and by the hand of, on behalf of MUJ Campus on date, month and year referred to above.



Signature 1: *Abhijit Kallianpur*

Signature 1: *Vandana Subrag*

Name: Mr. Abhijit Kallianpur
Designation: Business Unit Head,
Automotive Service Solutions
Place: Bangalore
Date: 20/7/16

Name Prof (Dr) Vandana Subrag
Designation: Registrar
Place: Manipal University Jaipur
Date: 21 June 2016

Signature 2: *Sunder J*

Signature 2: *Rajesh Solanki*

Name: Mr. Sunder J
Designation: Head, Technical Support and
Service
Place: Bangalore
Date: 21/July/2016.

Name: Prof. Rajesh Solanki
Designation: Prof & Ho D, Automobile Engg
Place: Manipal University Jaipur
Date: 21 June 2016

Witness 1: *SH ANIL KUMAR*

Witness 1: *Mridul Srivastava*

Name: SH ANIL KUMAR
Designation: Regional Manager
Place: Delhi
Date: 30/6/16

Name: Prof (Dr) MRIDUL SRIVASTAVA
Designation: DEAN FOA & L
Place: MANIPAL UNIVERSITY JAIPUR
Date: 21-6-16.

Witness 2: *Shakti Singh*

Witness 2: *Dr Tanmoy Chakraborty*

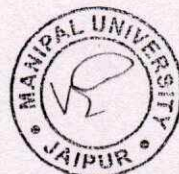
Name: SHAKTI SINGH.
Designation: BM/50-Jai
Place: Jaipur.
Date: 22.6.2016.

Name: DR TANMOY CHAKRABORTY
Designation: DEPUTY REGISTRAR
Place: MANIPAL UNIVERSITY JAIPUR
Date: 21/06/2016

Enclosures:



1. Annexure -1: Course recommendation, Course fee & Sharing of course fee between MUJ and Bosch
2. Annexure -2: Certification procedures



RECOMMENDED COURSE MODULES

Course Code	Type of Course	Course Title	Duration (Days)	Training Fee (INR) / Participant
DS	Basic	Basic Diesel engine System management	4 Days	1000
BCS-1	Basic	Training on Vehicle Diagnostics	2 Days	2000
ACS	Basic	Training on Air-conditioning Service	1 Day	1000
AEL	Basic	Automotive Electrical (Starter, Generator, Battery)	2 Days	2000
BB	Basic	Training of Auto Motive Battery	1 Day	1000
Aligner	Basic	Wheel Alignment	1 Day	1000

Note:

- Training courses are open to all students. All courses are optional to students.
- Training fee for MUJ Automobile students– 0 fee / Course / Participant.
- Training fee for MUJ (Others) – 80 % of the total fee / Course / Participant.
- There is no minimum guarantee of participants from either side. Both parties have agreed to work for maximizing the participation. Fee sharing is purely based on actual numbers of participants as mutually agreed. Such sharing will occur twice in a year during every April and October Month.

Norms for Training Centre Fees-

Nature Of Course	Training Fee(INR)	For MUJ students/Joint Certificate Course		Bosch Dealers, Bosch Customers, Bosch Business Partners, Bosch customer dealers, Government & Non-Government set up & Institution	
		Training fee Share for BOSCH	Training fee share for MUJ	Training Fee Share for BOSCH	Training fee Share for MUJ
Basic Course	Rs1000/Day/Participant	20%	80%	80%	20%
Advance Course	Rs1500/Day/Participant	20%	80%	80%	20%

Course Fee to be reviewed jointly once in a year for revision, if any



CERTIFICATION PROCEDURES

1. Certificates are issued only to those students who scores minimum marks (50%) in the theoretical and practical examination conducted by MUJ through the centre. In case the student/candidate fails, reexamination will be conducted and then certificate will be issued.
2. MUJ shall forward the list of students who have registered for the training courses prior to the commencement of the training. The list shall include Full Name, Engineering Branch & Year, Email address and telephone numbers.
3. At the end of every course MUJ shall forward the list of students with details like Full Name, Engineering Branch & Year, College Name & Location, Email address and telephone numbers and marks obtained. **Accounts shall be settled twice in a year during April and October every year.**
4. Bosch shall prepare the Joint certificate and deliver it to MUJ for further processing and delivery with in 20 days from the date of receipt of details.
5. Contents in the certificates will be decided by Bosch in consultation with MUJ.
6. MUJ shall send monthly report and annual report to Bosch with the following details.
 - Candidate Name
 - Engineering Branch & Year
 - College Name & Location
 - Course code attended
 - Training Fee collected

