

**Dr. Ambedkar Institute of Technology**  
**Department of Electrical and Electronics Engineering**

The NAAC documents enclosed are verified and approved.

*Jagadeeswari G*  
HOD  
Department of Electrical and Electronics Engg.  
Dr. Ambedkar Institute of Technology  
Bengaluru-560056  
5/11/22



ಈ ದಾಖಲೆಯು ಹಾಳೆಯನ್ನು ಸಂಪೂರ್ಣ ಉಪಯೋಗಿಸಿ  
ಸಂಖ್ಯೆ ೪(೪) ನ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ರಾಜ್ಯ ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖೆ  
ನೌಕರರ ವಿವಿಧೋದ್ದೇಶ ಸಹಕಾರ ಸಂಘ ಸೀಯಮಿಟಿ

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#### Role of "GAS"

- "GAS", in keeping with its promise of "Powering Innovation" shall work with the "academicians" in developing their technical knowledge and skills.
- "GAS" through its program PEAK (Program for exchange and augmentation of knowledge) shall interact with the faculty (T-PEAK) and students (S-PEAK) to explore and understand the theoretical and practical aspects of power system protections, automation and control engineering.
- "GAS" shall invest time in assisting the faculty in defining course objective, outcomes and preparing course material and assist in setting up laboratory to help the students in appreciating the challenges in the industrial environment. Senior engineers/authorized employees of "GAS" shall provide mentoring and shadowing support to guide the academicians.
- Academicians shall have conditional access to "GAS" lab which can be used for testing and working on systems approved by "GAS".
- "GAS" shall work with "DR. AIT" on the internship schedules for students, wherever required.
- Internship schedule shall be determined on the basis of student's availability to ensure high commitment on attendance towards the internship program.
- A representative from "GAS" shall work with a point of contact from "DR. AIT" to ensure this opportunity is meaningful for students.
- Students Internship: selected student's Internship with "GAS" shall be subject to "GAS" guidelines, which may undergo a change at "GAS" discretion, based on business requirement from time to time.
- Students may be considered for permanent positions on successful completion of their course, based on student's performance, "GAS" policies, business and hiring requirements.

*[Signature]*

*R. Ramesh*

*[Signature]*

*[Signature]*  
5.3.19

*V. K. Hanas*

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ಸಂಖ್ಯೆ ೨(೧) ರ ಪ್ರಕಾರ ಬಳಸಬಹುದು.

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j. Provide free access to knowledge resource of the Institute to the industry and vice versa based on mutually agreed term for each specific case.

k. Pool up the knowledge and expertise of the technical people of the industry and the faculty of "Dr.AIT" for mutually agreed execution of joints ventures/activities. Any publication resulting from such joint venture shall be acknowledged with names of those associated with "DR. AIT" and "GAS".

l. "GAS" may assist the department of Electrical and Electronics Engineering, Electronics and Communication Engineering, Instrumentation Technology and Mechanical Engineering, and any other department at "DR. AIT", in defining/drafting/revising Course and lab syllabi in line with contemporary Industry trends and requirements.

#### 6. ROLE OF "DR.AIT"

"DR. AIT" shall nominate a Professor(s)/ Co-coordinator (s) from "DR. AIT". The role of Co-ordinator(s) will be as follows:

##### i. Defining course objective, structure and setting up of laboratories

- Partner with "GAS" in defining relevant course in the field of power system.
- Assist in development of relevant laboratories in the field of power systems.

##### ii. Counsel and support students

- Counsel and support students.
- Helps students link and balance their studies and work.
- Support students with the domain expertise.

##### iii. Partner with "GAS" and help sustain the program

- Provide regular feedback regarding the program: have quarterly meetings with the point of contact from "GAS" so as to help "GAS" continue to make the MOU meaningful for the academicians.

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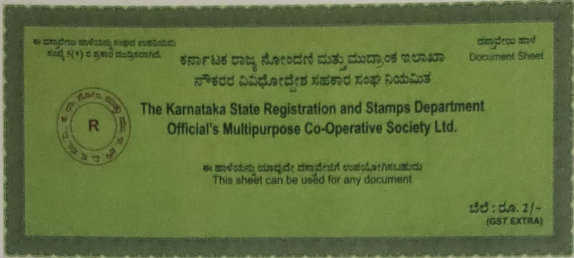
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-15.3.19



b. Provide document / process related support regarding students continued association with "Dr.AIT".

iv. Sharing of knowledge and lab resources

"DR. AIT" shall share its knowledge and its combined lab resource with "GAS" on a case -to-case merit basis. "GAS" shall extend similar support to the various departments of "Dr.AIT" on a case-to-case merit basis.

7. Expectations from academicians

"DR. AIT" shall provide its assistance to "GAS" by guiding and mentoring its student to achieve the objective of this MOU in the best possible manner. Some of the expectations of GAS are:

a. Academicians will be expected to follow "GAS" guidelines and demonstrate "GAS" values.

i. Academicians must familiarize themselves with "GAS" Code of Conduct and other policies to ensure that their conduct is aligned with those at all times while at "GAS".

b. Students should give adequate notice to the Manager in case of requiring any changes to the work schedules.

c. Academicians are expected to be compliant with "GAS" information Security Policy:

- I. Confidentiality-Information placed in their custody will be disclosed only to those authorized, whether internal or external.
- II. Integrity-academicians must ensure that information placed in their custody is modified or destroyed only by those authorized.
- III. Availability-academicians must ensure that information placed in their custody is available to those who need it, when they need it.

*[Handwritten signatures and initials]*

V. Karthik

R. Ramachandran

5.3.19

ಈ ದಸ್ತಾವೇಜು ಪಾಲಿಸಿಯನ್ನು ಸಂಪೂರ್ಣ ಉಪಯೋಗಿಸಿ  
ರೂಪೈ (₹) ೧೦೦ ರಷ್ಟು ಮರುಪಾವತಿಯಾಗುತ್ತದೆ.

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ಸೌಕರ್ಯ ವಿವಿಧೋದ್ದೇಶ ಸಹಕಾರ ಸಂಘ ನಿಯಮಿತ

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13. The Parties disclaim all warranties of any kind (including all express, implied and statutory warranties, and all conditions of merchantability, fitness for particular purpose, and any warranty of non-infringement of any intellectual property of any third party) in connection with MOU and any related products, technologies, or services. Each party shall be solely responsible for the quality, warranty and functionality of its own products and services.
14. This MOU will be valid for 3 years from the date of signing and may be extended on mutual consent in writing between the parties or until it is terminated by one of the parties. Either party may terminate this MOU at any time for any or no reason upon 30 days written notice to the other party, or immediately if a party has failed to cure a material breach of this MOU 10 days after receiving written notice of such breach.
15. Under this MOU either parties has not granted the other party any license or other right to any trademarks, logos pr other intellectual property of the party, and use of any such other party's intellectual property must be governed by a separate trademark license agreement.
16. This MOU shall be governed by and construed in accordance with the laws of India. Both the parties irrevocably submit to the exclusive jurisdiction of the courts in Bangalore, for any action or proceeding regarding this MOU.
17. The parties are independent contractor, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this MOU. Neither party will make any warranties or representations on behalf of the other.

*[Signature]*

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*[Signature]*

*[Signature]*  
S.S. 3-19

*[Signature]*

*[Signature]*

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8. The terms of this MOU are statements of intent only and are intended only to provide the general principles and key terms for initial cooperation, understanding and negotiations between the Parties. This is not a binding agreement between the parties and does not contain all matters upon which agreement must be reached in order for any transaction between the Parties to be consummated. This MOU does not constitute an offer, binding commitment or obligation on either Party, nor shall it be constructed as creating a contract or deemed to be a contract of any nature and under no circumstances and no legally binding agreement shall exist until both parties have negotiated, prepared and executed separate individual written agreement(s) establishing the binding obligations of the parties as approved by each party's management and legal entities. "GAS" shall not be under any obligation to ensure performance commitment under this MOU.

9. Except as required by law, no press release or other statements in connection with work performed under this MOU intended for use in the public media, having or containing any reference to "GAS" or institute shall be made without approval of "GAS".

10. Nothing in this MOU shall mean or shall be construed to mean that either party is at any time precluded from having similar arrangements with any other person or third party, subject always to maintaining confidentiality obligations stated here in.

11. In no event shall either party be liable to the other for any damages including, without limitation, direct, speculative, indirect, incidental, special or consequential damages in connection with this MOU.

12. Except as may be otherwise stated in this MOU, each party will be responsible for its own expenses in connection with all matters relating to this MOU. In no event shall either party be liable to the other for any damages of any kind whatsoever (even if such party has been advised of the possibility of such losses or damages) based upon or arising out of either party's performance of or failure to perform the activities described herein, except for any damages arising from any breach of the non-disclosure provisions herein.

*[Signature]*

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*[Signature]*

*V. K. Kharas*

*[Signature]*

*[Signature]*  
15.3.19



ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಸಂಘದ ಉಪನಿರ್ದೇಶಕರು  
ಸಂಖ್ಯೆ ೨(೨) ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಬಹುದು.

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ಸೌಕರ್ಯ ವಿವಿಧೋದ್ದೇಶ ಸಹಕಾರ ಸಂಘ ನಿಯಮಿತ



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
18. This MOU sets forth the entire and final understanding and agreement of the parties, and supersedes any all oral or written agreements or understandings between the parties, as to the subject matter hereof. No amendments or modifications shall be effective unless in writing and signed by authorized representatives of both parties. The waiver of a breach of any provision of this MOU will not operate or be interpreted as a waiver of any other or subsequent branch. No right, duty or obligation under this MOU may be assigned, delegated factored or subcontracted in any manner by either party without the other party's prior written consent, except that "GAS" may assign its rights or delegate its duties to one or more direct or indirectly owned subsidiaries of "GAS".

19. All notices shall be directed in writing to the address aforesaid of the parties.


IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives on the date first set forth above.

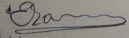
FOR AND ON BEHALF OF:

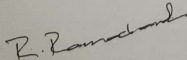
Dr. Ambedkar Institute of Technology, Bengaluru.

By,   
(Dr. Jyothi. P. Koujalagi)

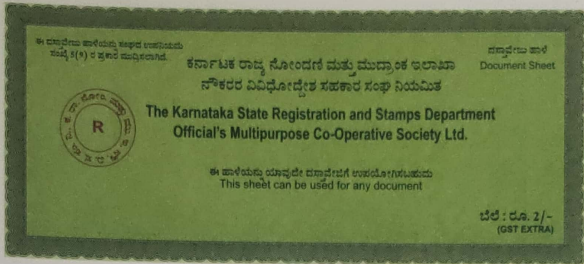
HOD, Dept of EEE

  
(Dr. C. Nanjunda Swamy) 15.3.19  
Principal, Dr. AIT

  
V. Kantam

  
R. Ramachand





### Memorandum of Understanding

This MEMORANDUM OF UNDERSTANDING ("MOU") is made on this 5th day of March 2019.

BY AND BETWEEN

**Dr. Ambedkar Institute of Technology**, Bangalore, through the Head of the Department, Department of Electrical Electrical and Electronics Engineering, Dr. Ambedkar Institute of Technology, Near Outer Ring Road, Mallathahalli, Bengaluru-560056, (here in after referred to as "Dr. AIT" which expression shall, unless excluded by or represent to the context be deemed to include its successors in office and assigns) of the ONE PART.

AND

**GREEN AUTOMATION SYSTEM**, a company incorporated under the Companies Act, 1956 through its **Director, Research & Development**, having its registered office at #18/20 Andrahalli Main Road, Near Shushruthi Bank, Peenya 2nd Stage, Bengaluru - 560 091, Karnataka, India. (Here in after referred as "GAS" which expression shall, unless excluded by or represent to the context, be deemed to include its successors, executors, administrator, heirs, representatives and assigns) of the OTHER PART.

WHEREAS:

- In this MOU, "Dr. AIT" and "GAS" shall be referred to individually as "Party" or collectively as "Parties".
- This MOU is a statement of joint interest of both parties on the "Student and Faculty Development Program" on a non-binding, non-obligation basis unless and otherwise specifically mentioned.
- "GAS" involved in the development and manufacturing of Control, Protection and Automation equipment for the Electrical Power system.

*[Signature]*

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*[Signature]*  
R. Ramachand

*[Signature]*  
V. K. K. K.

*[Signature]*  
(Dr. Eranna)

*[Signature]*  
S. S. 3.19

ಈ ದಾಖಲೆಯು ಹಾಲೆಯಿರುವ ಉಪಕರಣಗಳನ್ನು  
ಕಡ್ಡಾಯ (೨) ನಲ್ಲಿ ಸೇರಿಸಬೇಕಾಗಿದೆ.

ಕರ್ನಾಟಕ ರಾಜ್ಯ ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖಾ  
ನೌಕರರ ವಿವಿಧೋದ್ದೇಶ ಸಹಕಾರ ಸಂಘ ನಿಯಮಿತ

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(GST EXTRA)

WITNESSES:

*V. Keshava Murthy*  
(Prof. V. Keshava Murthy)

Professor, Dept. of EEE, Dr. AIT

FOR AND BEHALF OF:

GREEN AUTOMATION SYSTEM, Bengaluru.

*R. Ramachandra*  
(Ramachandra R.)

Managing Partner, Bengaluru.

*C. Sreenivas*  
-1.5.3.19

WITNESSES:

*Dr. Eranna*

(Dr. Eranna), Bengaluru.

Associate professor.  
Dept. of EEE,

ಈ ದಾಖಲೆಯು ಹಾಳೆಯನ್ನು ಸಂಪೂರ್ಣ ಬಳಸಿಕೊಂಡು  
ಸಂಖ್ಯೆ ೨(೨) ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಬಹುದು.

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### MEMORANDUM OF UNDERSTANDING

Between

Department of Electrical and Electronics Engineering  
**Dr. Ambedkar Institute of Technology, Bangalore (the Institute)**  
BDA Outer Ring Road, Near Jnana Bharathi Campus, Mallathahally, Bengaluru – 560 056

AND

**M/s Green Automation System.,**  
(the Industry – GAS)  
No29, 1 Main road, 1 Cross, Munneshwara Block, Mahalaxmipuram, Bangalore 560086.  
Contact Nos 7022626051/52/54/55, Email: [info@greenautomations.com](mailto:info@greenautomations.com),

### INDUSTRY – INSTITUTE Collaboration

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the THIRTIETH Day (30)–SEPTEMBER–2021, by and between

Department of Electrical and Electronics Engineering, **Dr. Ambedkar Institute of Technology**, Bengaluru – 560056, Karnataka, India represented herein by its **Dr. G V Jayaramaiah**, Professor and Head, Department of Electrical and Electronics Engineering,  
Page 1 of 4

Dr. AIT (hereinafter referred as "First Party")

**AND**

**M/s GREEN AUTOMATION SYSTEM,**

Bengaluru – 86, Karnataka, India and represented herein by its Head,

**R.Ramachandra,** (hereinafter referred to as "Second Party")

(First Party and Second Party are hereinafter jointly referred to as "Parties" and individually as "Party")

Whereas both parties in a memorandum of understanding have jointly consented to initiate an industry institution interaction providing addressing R & D Projects, internships, and such other activities of concern and benefit to all the stakeholders.

Whereas Green Automation System on its part proposes to address the broad area of its interest, under this memorandum, and agrees to do the following:

1. Impart training to students and faculty of Electrical and Electronics Department, during the mutually convenient period either at the Institution or at the Industry. The number of participating students/faculty/staff will be decided on a Year to Year basis.
2. Collaborated activities between the industry and the institution.
  - a. Two-way transfer of technical information and knowledge through collaborative programmers like Guest Lectures, Seminars, Symposia, and other interactive programs.
  - b. Exchange of technical experts between the institute and the industry for knowledge dissemination.
  - c. Provide free access to knowledge resources at the institution and the industry.
  - d. Utilize the consent of the laboratory and testing facilities available at the Institute/Industry for the execution of joint ventures/activities.
  - e. Provide technical assistance/guidance to UG/PG students undertaken and research work of mutual interest.
  - f. Participation in joint research projects of DST, CSIR, CREDEL, etc., and public sector units.
  - g. Participation in joint consultancy.
  - h. Promote and support innovative projects undertaken by students and faculty.

Both the parties to this understanding shall discuss and finalize the details of these and other activities on a mutual acceptance basis, from time to time.

Both the parties consent to carry out all the obligations mutually agreed upon from time to time. Neither party will be liable to the other for any delay or failure of performance of their respective obligations under the agreement caused by occurrences of force majeure events or other factors reasonably beyond the control of

## Witnesses

1. Dayananth TB Day
2. Dr. Jyoti Koushal Jyoti
3. Dr. Erauna Erauna
4. Dr. Raju Raju
5. Dr. Vandana Vandana
6. Dr. H.V. Govinda Raju H.V. Govinda Raju




# Dr. Ambedkar Institute of Technology, Bengaluru – 56

(An Autonomous Institution, Affiliated to Visvesvaraya Technological University, Belagavi)

## MASTER OF COMPUTER APPLICATIONS

### MOU executed during 2018-19

No.	Logo	Company Name	Address	CIN/LIPN	GST	Validity	Outcomes
1		AmperAxP	3rd Floor, The Icon building, 8, 80 Feet Rd, HAL 3rd Stage, Indiranagar, Bengaluru, Karnataka 560075	--	--	From 04-04-2019 to 04-04-2021	Skill development, outcome based training, internship, placement, R & D services and related activities



**Memorandum of Understanding (MOU), BETWEEN  
AmperAXP Inc Newark, CA – 94560  
AND DEPARTMENT OF MASTER OF COMPUTER APPLICATIONS  
Dr Ambedkar Institute of Technology  
Bengaluru-560056**

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This agreement of cooperation is entered into this 04-04-2019 between AmperAXP Inc, 39899 Balentine Drive, Suite 200, Newark, CA - 94560 and Department of Master of Computer Applications (Dept. of M C A), Dr Ambedkar Institute of Technology, Bengaluru-560056.

The purpose of this agreement is with reference to fostering Industry - Institute interaction and defining the areas of cooperation, benefiting both Department of Master of Computer Applications, Dr Ambedkar Institute of Technology (Dr-AIT) and AmperAXP Inc.

AmperAXP Inc. is happy to associate with the Dept. of M C A, Dr-AIT in terms of providing –

- Internship to students of MCA,
- facilitate the faculty of MCA Dept to have Industrial exposure,
- Training to faculties under Train the Trainer program to train students of MCA for Certification in "Application Automation and Robotic Process Automation".

Department of M C A, Dr-AIT happily agrees to provide Infrastructural facilities and local hospitality for the activities of AmperAXP Inc. at the department, for running any training program in the department and to provide the faculty resource to learn and train students in Application Automation and Robotic Process Automation (RPA) under Train the Trainer Program.

Amper intends to impart knowledge on Application Automation and Robotic Process Automation at no cost. However, logistics and Infrastructure cost for training students and faculties needs to be taken care by Dr-AIT.

**Sanjay Koppikar  
Co-founder  
AmperAXP Inc. CA - 94560**

  
**Dr. C. Nanjundaswamy**  
**Principal**  
**Dr Ambedkar Institute of Technology**  
**Bengaluru-560056.**





सत्यमेव जयते

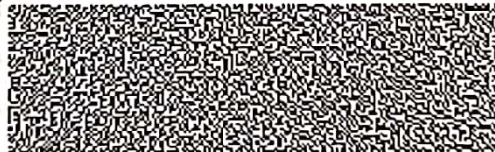
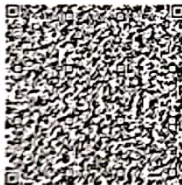
INDIA NON JUDICIAL

**Government of Karnataka**

e-Stamp

Certificate No.	: IN-KA04463007214020R
Certificate Issued Date	: 09-May-2019 12:19 PM
Account Reference	: NONACC (FI)/ kaksfcl08/ VIJAYANAGAR3/ KA-BA
Unique Doc. Reference	: SUBIN-KAKAKSFCL0838372865934919R
Purchased by	: TOYOTA KIRLOSKAR MOTOR PVT LTD
Description of Document	: Article 12 Bond
Description	: AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: TOYOTA KIRLOSKAR MOTOR PVT LTD
Second Party	: DR AMBEDKAR INSTITUTE OF TECHNOLOGY
Stamp Duty Paid By	: TOYOTA KIRLOSKAR MOTOR PVT LTD
Stamp Duty Amount(Rs.)	: 200 (Two Hundred only)

For Spandana Credit Solutions  
Authorized Signatory



Please write or type below this line

### AGREEMENT FOR ESTABLISHMENT OF TOYOTA EXCELLENCE CENTER

This AGREEMENT FOR ESTABLISHMENT OF TOYOTA EXCELLENCE CENTER ("Agreement") is entered into on this Tenth day of May, Two Thousand and Nineteen (10.05.2019) ("Execution Date") and made effective from the Ninth day of May, Two Thousand and Nineteen (09.05.2019) ("Effective Date") retrospectively at Bidadi Industrial Area, Ramanagara district, Karnataka, by and between:



#### Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of this certificate.
3. In case of any discrepancy please inform the Competent Authority.



TOYOTA KIRLOSKAR MOTOR PRIVATE LIMITED, a Company incorporated under The Companies Act, 1956, engaged in the business of manufacture and sale of automobiles, having its registered office at plot No.1, Bidadi Industrial Area, Ramanagar District, Pin: 562109, Karnataka, India, hereinafter referred to as "TKM" which term shall mean and include its Affiliates, Officers, Agents, Permitted Successors and Assigns, of the One Part.

AND

DR. AMBEDKAR INSTITUTE OF TECHNOLOGY, An Autonomous Institution, Aided by Govt. of Karnataka, Affiliated to VTU, Belagavi and Approved by AICTE, New Delhi, having its registered address at BDA, Outer Ring Road, Near, Jnana Bharathi Campus, Mallathalli, Bengaluru, Karnataka 560 056, hereinafter referred to as "AIT" which term shall mean and include its Affiliates, Officers, Agents, Permitted Successors and Assigns, of the Other Part.

TKM and AIT shall collectively be referred to as *The Parties*

**I. WHEREAS**

1. TKM is a subsidiary of Toyota Motor Corporation of Japan (with Kirloskar Group as a minority owner), a leading manufacturer of automobiles in India. As part of its Corporate Social Responsibility (CSR), it conducts various programs in the manufacturing and servicing of automobiles for educational institutions and their students.
2. AIT is an autonomous educational institution providing various under-graduation, post-graduation and certificate courses to interested students in the field of science and technology.



3. TKM herein wishes to establish a 'Toyota Excellence Centre in AIT for better exposure and growth of the students of AIT in the field of automobile industry by sharing the latest technology to the faculty and students.
4. TKM and AIT wish to record the terms of their engagement in this Agreement as follows.

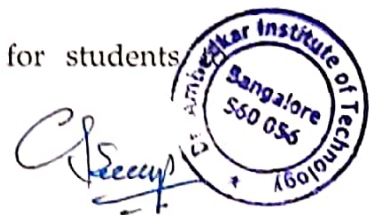
## **II. WHEREFORE THE PARTIES COVENANT AS FOLLOWS:**

### **1. THE OBJECTIVE OF THE ESTABLISHMENT:**

- i. TKM shall establish an Excellence Centre in AIT for the better exposure to interested students in AIT.
- ii. TKM shall further give exposure to the students regarding automobile industry by various programs/training schedule by them and also give access to video manuals.
- iii. TKM shall also provide access to the faculty members of AIT for know-how of the latest technology in the field of automobile.

### **2. GENERAL TERMS AND CONDITIONS**

- i. As mentioned above TKM shall establish the Excellence Centre in AIT. However, the cost of the establishment shall be borne by AIT;
- ii. It is agreed between the parties that the transportation arrangements and costs involved in the structuring of the establishment shall also be arranged and funded by AIT;
- iii. TKM shall provide engine, transmission and chassis assembly at their end-life cycle for academic research and training at AIT as stipulated under ANNEXURE I, herein;
- iv. TKM shall schedule and arrange for training programs for students understand the automobile technology to the fullest;





- v. TKM shall also shed light on the latest automobile technology of safety, environment, driver and passenger assistance system;
- vi. AIT shall nominate the candidates/students of AIT and further co-ordinate with the PDD Department at TKM for training and other programs;
- vii. TKM shall share video manuals pertaining to the latest technology in the automobile industry to the faculties and students of AIT;
- viii. All training content and training material provided by TKM shall be structured by TKM. TKM shall not be under any obligation to meet any requirements set forth by AIT with respect to the training content and material.
- ix. It is the responsibility of AIT to provide with the list of candidates and other details to TKM at-least 15 days in advance of the scheduled training.

### 3. VALIDITY AND TERMINATION

- i. This Agreement shall be effective as of the Effective Date aforementioned and shall be valid up until such time as this Agreement is terminated in accordance with Claus 3 (ii), (iii) and (iv).
- ii. This Agreement may be terminated by the mutual agreement, in writing, if both the Parties, on terms decided mutually by both the Parties; at any time before the commencement of the Project/work;
- iii. This Agreement herein may be terminated by either party in the event of a breach of any of the terms set out herein, by giving 30 days' notice;
- iv. If either of the parties wishes to stop operations of the establishment, the party wishing to stop the operations shall issue a notice 30 days' in advance in writing with the reasons for the same.

### 4. NOTICE

All notices or other communication under or in connection with this Agreement be given in writing by registered AD or Speed Post or by telex or by facsimile at the following address (unless otherwise communicated):



If to TKM at:

Plot No.I, Bidadi Industrial Area,  
P.O.Bidadi, PIN :562 109, Ramanagar District  
State of Karnataka,

Attention: Mr. Prashanth S  
Telephone No.: 080-66292261  
Fax No.: 080-27287077/78/79

If to AIT at:

Dr.C. Nanjanda Swamy  
Principal

**DR. AMBEDKAR INSTITUTE OF TECHNOLOGY**

BDA, Outer Ring Road, Near Jnana Bharathi Campus,  
Mallathalli, Bengaluru, Karnataka 560 056.

Office: 080-23211505

Fax: 080-23217789

Email: principal@dr-ait.org

## 5. INDEMNITY

AIT shall indemnify and hold TKM harmless from and against any claim including but not limited to loss, damage, claim, costs or expenses, raised by any Third Party arising out of or in connection with this Agreement.

## 6. DISPUTE RESOLUTION

- i. If any dispute, controversy or claim between the Parties arises out of or in connection with this Agreement, including the breach, termination or invalidity thereof, the Parties shall use all reasonable endeavours to negotiate, with a view to resolving the Dispute amicably. If a Party gives the other Party notice that a Dispute has arisen and the Parties are unable to resolve the Dispute amicably within 15 (fifteen) days of service of the Dispute Notice (or such longer period as the Parties may mutually agree), then the Dispute shall be referred to arbitration in accordance with law.



- ii. Any Dispute shall be finally settled by arbitration in terms of the Arbitration and Conciliation Act, 1996 of India by a sole arbitrator, who shall be appointed with the mutual consent of both the Parties. In case the Parties are unable to agree as to the appointment of the sole arbitrator, the arbitrator shall be appointed in accordance with the procedure set out in the Arbitration Act. The venue of the arbitration shall be Bangalore. The language of the arbitration shall be English.

## 7. MODIFICATION OF AGREEMENT

Any amendment or modification of this Agreement or additional obligations assumed by any Party in connection with this Agreement will only be binding if evidenced in writing and signed by each Party or an authorized representative of each Party.

## 8. TITLES/HEADINGS

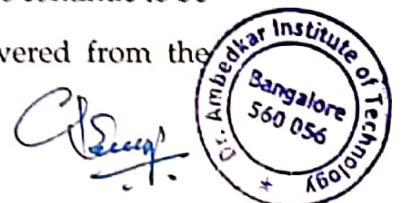
Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

## 9. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with the laws of India. Subject to the provisions of clause 6 (*Dispute Resolution*) above. The courts at Bangalore shall have exclusive jurisdiction in relation to all matters arising out of this Agreement.

## 10. SEVERABILITY

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.



A handwritten signature in blue ink, consisting of a stylized 'S' followed by a dot.



## 11. FORCE MAJEURE

Notwithstanding anything herein contained, parties shall not be responsible for any breach or non-performance or delay in performance of any of the terms and conditions of this Agreement if such breach or non-performance or delay in performance is occasioned by causes amounting to force majeure including but not limited to acts of God, strike, lock-out, fire, breakdown of machinery, war, destruction of plant, act or regulation of Government, natural or other calamity or any other cause beyond the reasonable control of the Parties resulting in the closure of business operations of Parties. In such an eventuality parties shall be at liberty to terminate this Agreement by giving 30 days written notice of the same to the other party.

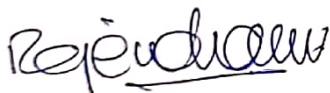
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate through their authorized representatives, and have one copy each

For

TOYOTA KIRLOSKAR MOTOR PVT. LTD.

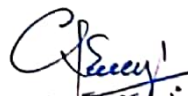
For

DR. AMBEDKAR INSTITUTE OF TECHNOLOGY



Name: K V Rajendra Hegde

Designation: General Manager




Name: Dr. C. Nanjunda Swamy  
Principal

Designation: Principal  
Dr. Ambedkar Institute of Technology  
Bangalore-560 056



Witnesses:

1   
Prashanth S.  
EA. Stale, TKML.

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