

14-10-2020 B.S. AR CRESCENT INSTITUTE

OF SCIENCE & TECHNOLOGY

Chennai-48

Memorandum of Understanding

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L.No. 9578/A1/2000/07-09-2000

1.0 This renewal of Memorandum of Understanding (MOU) is made at Chennai on **15th day of October 2020** between **APOLLO TYRES LTD**, a company incorporated under the provisions of The Companies Act, 1956, having its registered office at 6th floor, Cherupushpam Building, Shanmugam Road, Kochi-682 031, Kerala and having its manufacturing plant, for manufacture of radial tyres at Plot No.B-25, SIPCOT Industrial Growth Centre, Oragadam and Mathur Village, Singaperumal Koil - Sriperumbudur Highway, Sriperumbudur Taluk - 602 105, Tamil Nadu (hereinafter for the purposes of this MOU, referred to as "APOLLO TYRES") of **ONE PART**;

And

B.S. ABDUR RAHMAN CRESCENT INSTITUTE OF SCIENCE AND TECHNOLOGY, Vandalur, Chennai – 600 048, a deemed to be university established under section 3 of UGC act 1956 having its campus at Seethakathi Estate, Vandalur, Chennai 600 048, involved in providing quality education research and extension service for over 36 years (Herein for the purpose of this MOU referred to as "BSARCIIST") of the **OTHER PART**.

(Both APOLLO TYRES and BSARCIIST shall hereinafter be referred to as such and/or individually as Party and collectively Parties.)

15.10.2020

2.0 PREAMBLE

- 2.1 APOLLO TYRES has set up a state of the art, world class Greenfield manufacturing facility, for the manufacture of passenger car radial tyres and truck and bus radial tyres, at Oragadam, Sriperumbudur Taluk. Chennai . The company has a lean organization structure, wherein majority of the team members are young diploma holders.
- 2.2 APOLLO TYRES and BSARCIST are desirous of nurturing mutual interaction in areas jointly identified by the two parties, including imparting higher education to the diploma trainees, employed with APOLLO TYRES on an exclusive, tailor made program, leading to graduation in Engineering/award of B.Tech degree, on successful completion of the course.

3.0 SCOPE OF THE MOU

This MOU details the scope of collaboration and the terms and conditions, financial arrangements wherever applicable, intellectual property rights, responsibilities and obligations of APOLLO TYRES and BSARCIST.

3.1 MOU TERM

This MOU shall commence on 15th October 2020 and subject to the provisions of this MOU for its earlier termination, shall continue for a period of 5 years, The MOU shall be extended for further period, as maybe mutually agreed by both parties.

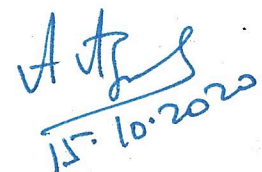
4.0 AREAS OF COLLABORATION

4.1 PROJECT WORK

Project Works seeking solutions to specific problems in Design, analysis and manufacturing areas as identified by APOLLO TYRES and BSARCIST to be carried out as student projects under the joint supervision of the faculty members of BSARCIST and Engineering personnel of APOLLO TYRES.

4.2 INPLANT TRAINING

In plant training at APOLLO TYRES for the students (U.G and P.G classes) of BSARCIST could be offered during the summer vacation period (ie May – June). The number of students and the selection criteria could be further decided every year. During the training, the students may be offered to do minor project works, if needed, which will need shorter duration for completion, subject to a maximum of five projects. The time & duration of such project work shall be decided by APOLLO TYRES in accordance with its Production Schedule Plans in such a manner that its production activities are not affected.



4.3 TRAINING FOR APOLLO TYRES PERSONNEL

BSARCIST can offer module based term training programmes for the working personnel of APOLLO TYRES (refresher / updating / orientation programmes comprising lectures and practical) for durations according to the modules of subjects and as needed by APOLLO TYRES. The training can be in the form of certificate program or degree program based on the need from time to time and based on mutual agreement between the two Parties.

4.4 GUEST LECTURES

Guest Lectures on current industrial practices could be delivered by the personnel of APOLLO TYRES for the benefit of the students and staff of BSARCIST. Similarly, lectures on important and exclusive engineering topics will be delivered by the faculty members of BSARCIST to APOLLO TYRES. The objective of this activity is knowledge sharing for mutual benefit.

4.5 COLLABORATIVE RESEARCH PROJECTS& TESTING

APOLLO TYRES may sponsor collaborative research projects to be carried out by faculty members and / or research scholars for the mutual benefit of both the parties on mutually agreed terms and conditions. BSAU will extend its testing facilities to APOLLO TYRES.

4.6 FACULTY TRAINING

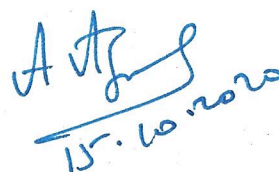
To enable faculty members to have industrial exposure APOLLO TYRES will consider providing short duration training to BSAU faculty. The time & duration of such training shall be decided by APOLLO TYRES in accordance with its Production Schedule Plans in such a manner that its production activities are not affected.

4.7 CAMPUS RECRUITMENT

APOLLO TYRES may consider the students (at both UG and PG levels) of BSARCIST for their suitability of placement with APOLLO TYRES depending upon their need wherever possible.

4.8 OTHER ACTIVITIES

APOLLO TYRES and BSARCIST could identify other relevant areas of interaction, which may arise out of their needs in future, through mutual consultation wherever possible. Wherever APOLLO TYRES and BSARCIST jointly work on innovation, research projects and if it results in breakthrough innovations, both parties shall have equal right to patent the process/new findings. However, commercialization of patent rights shall vest with APOLLO TYRES and sharing of benefits arising out of commercialization shall be mutually discussed and agreed upon, by both the parties, at an appropriate time.



15.10.2020

5. RELATIONSHIP BETWEEN THE PARTIES

Neither BSARCIST nor APOLLO TYRES is or will be an agent or legal representative or partner of the other. Neither of them is or shall be responsible for the debts incurred by the other or be bound by any contracts or representations made by the other or any obligations undertaken by the other. Neither of them is or shall be an employee or franchisee of the other nor does this MOU creates a joint venture or any similar relationship between them unless specifically agreed and approved.

6.0 MONITORING OF IMPLEMENTATION

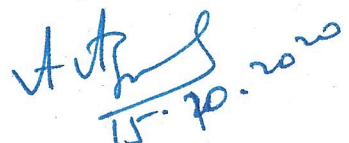
- 6.1 A coordination committee shall be formed by APOLLO TYRES and BSARCIST with two members nominated from APOLLO TYRES and two members from BSARCIST for planning, coordination and implementation of the various aspects of this MOU. The coordination committee will also review progress of work periodically and identify new areas, which will be beneficial to both parties.
- 6.2 Separate monitoring committee may be constituted by the coordination committee wherever necessary for specific tasks / projects identified in the area of collaboration in pursuance of this MOU.

7.0 FINANCIAL ARRANGEMENT

- 7.1 The financial commitment and other terms and conditions for activities such as consultancy, testing, specific training, diploma and degree Programme shall be worked out by B.S. Abdur Rahman Crescent Institute of Science and Technology and sent for consideration and approval by APOLLO TYRES. However, the coordination committee will provide necessary assistance to arrive at mutual agreement on this.

8.0 CONFIDENTIALITY

- 8.1 Neither of the Parties shall, at any time, disclose to third party, any confidential information of the other Party, which is acquired pursuant to this Agreement without the prior written consent of the other Party.
- 8.2 This undertaking shall not apply to any information which:
- i Is or comes into public domain; or
 - ii Is required or requested to be disclosed by either Party by law or by regulation or by any court of competent jurisdiction; provided Party required to disclose such information shall give advance notice of such disclosure to other Party and shall also render all support to the other Party in any action, as may be required, by such Party to protect its interest affected, if any, by reason of such disclosure; or
 - iii Is known by either Party before the date of entering into this Agreement; or
 - iv Becomes available to either Party from a person other than the other Party and which person is not bound by obligations of such confidentiality.



- 8.3 The Parties shall perform obligation pursuant to this Para, which shall survive for a period of 2 (two) years from the date of termination of this Agreement.

9.0 GENERAL

- 9.1 This MOU may be terminated by either party by giving notice of three months.

Either party may terminate this MOU if either of the parties is not satisfied with the arrangement for reasons beyond their control for going ahead with the implementation of the provision of this MOU and such reasons beyond control continue for a period of six months.

There shall be no liability on the part of any party to the other arising from the termination of this MOU provided that in case of this Agreement coming to an end by earlier termination as aforesaid the ongoing research projects & Testing shall be completed as per plan agreed to by APOLLO TYRES and BSARCIST and both Parties shall fulfill their respective obligations, as per this Agreement.

- 9.2 Neither party will make any presentations pertaining to the other or its business or affairs, without the express written consent and approval of other party.

- 9.3 It is understood that during the course of this MOU that neither parties shall disclose any confidential/proprietary information.

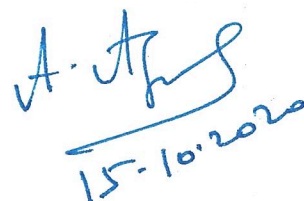
- 9.4 This MOU is not binding on either of the parties hereto, except as specifically set out hereto. This MOU is intended to express the broad understanding of the parties and as a broad framework for working together on a specific opportunity as detailed herein subject to entering into an definitive agreement.

- 9.5 Neither party may use the other's corporate name or any trade mark or name or any other items or assets protected by intellectual property rights, including but not restricted to, use in any promotional material, press release, advertisements, communications, stationery, websites, or the like.

- 9.6 Neither party will disclose the existence, or the terms and conditions, of this MOU or any information connected with it or any information received from the other or otherwise during the implementation of this MOU, or its subsequent amendments, if any, except as may be required by law or on a strictly "need-to-know" basis for the purpose of implementing this MOU, or its subsequent amendments, if any.

- 9.7 FORCE MAJEURE

Neither party hereto shall be responsible for delays or failures in performance resulting from acts beyond its reasonable control and without its fault or negligence.



9.8 DISPUTE RESOLUTION

In the event of any dispute or disagreement between the parties hereto each party shall appoint a designated officer to meet for the purpose of resolving the dispute. If no agreement can be reached within a period of 60 days, it will be referred to a mutually agreed arbitrator.

The Arbitration and Conciliation Act, 1996 and the rules made there under or any statutory modification or re-enactment there of or any rules made thereof shall be deemed to apply to the arbitration proceeding under this clause.

The Arbitration proceeding shall be in English language. The Venue of the arbitration proceeding shall be the office of the APOLLO TYRES in Chennai or such other places as the arbitrator may decide.

9.9 GOVERNING LAW AND JURISDICTION

This MOU shall be subject to and governed by the appropriate laws of India. The jurisdiction shall be competent courts in Chennai only.

9.10 COMMUNICATION

All communications between the parties shall be in writing and in English, and will be served to respective postal addresses mentioned in this MOU. This MOU is intended to express the broad understanding of the parties regarding their working with each other to the extent possible for their mutual benefit.

For Apollo Tyres Ltd



Mr. Raj Mohan N
Head - HR & Admin
(Authorized Signatory)



For B.S. Abdur Rahman Crescent
Institute of Science and Technology



Dr. A. Azad
Registrar
(Authorized Signatory)

REGISTRAR
B.S. Abdur Rahman
Crescent
Institute of Science & Technology
Vandalur, Chennai-600 048

WITNESSES

Signature :



Name :

Earnest Kailng

Address :

Group Manager - HR

Signature :



Name :

S. RASOOL MOHIDEEN

Address :

DEAN
School of Mechanical Science
B.S. Abdur Rahman
Crescent
Institute of Science & Technology
Vandalur, Chennai-600 048.