

# HONDA

Honda Motorcycle and Scooter India Pvt. Ltd.  
Commercial Complex II, Sector 49-50,  
Golf Course Extension Road, Gurgaon (Haryana) 122018  
Tel.: 0124-6712800, Fax: 0124-6712999

**Memorandum of Understanding  
Between  
Honda Motorcycle and Scooter India Pvt. Ltd. and Motilal Nehru  
National Institute of Technology, Allahabad**

This Memorandum of Understanding (MoU) is entered into this 29<sup>th</sup> day of October 2015

By AndBetween

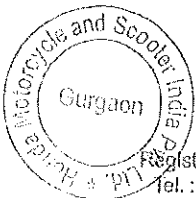
Honda Motorcycle and Scooter India Pvt. Ltd., a company incorporated under the Companies Act, 1956 having its registered office at *Commercial Complex II, Sector 49-50, Golf Course Extension Road, Gurgaon, Haryana 122018* (hereinafter referred to as "HMSI"), on the One Part.

And

Motilal Nehru National Institute of Technology (Formerly Motilal Nehru Regional Engineering College Allahabad) Allahabad established by the Act of Parliament "National Institute of Technology Act 2007" (hereinafter referred to as "the AIP Collaborating Institute") on the other.

**Recitals:**

- a. HMSI is in the business of manufacturing and marketing of two wheelers in India. HMSI believes in strengthening academic community and in order to bridge the gap between campus and corporate and thereby enhancing the employability of emerging workforce. Some of these activities are: Workshop for students, Faculty Development Programs for teachers and Internship Training opportunity for students.



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Tel. : 0124-6712800, Fax : 0124-6712999, [www.honda2wheelersindia.com](http://www.honda2wheelersindia.com) CIN - U35912HR2001PTC034649



- b. Motilal Nehru National Institute of Technology, Allahabad, is one of the oldest engineering colleges of India, now become an Institute of National Importance established by the National Institute of Technology Act- 2007, is interested and hereby explore the possibilities of Academic-Industries collaboration through its learning.
- c. Purpose of this MoU is with reference to exploring the areas of cooperation, benefiting both the AIP Collaborating Institute and HMSI.
- d. And Whereas Motilal Nehru National Institute of Technology, Allahabad has evinced keen interest in the said HMSI Academic Interface Programme and offered to be a part of it as a collaborator.

NOW THIS MOU WITNESSETH AS FOLLOWS:

**Areas of cooperation:**

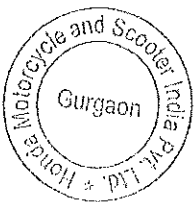
1. HMSI agrees to offer a package of HMSI Academic Interface Programme, containing the following, to the AIP Collaborating Institute. HMSI shall support the student and teacher communities through workshops, Faculty Development Programmes and student internships.

Item #	Item Description	Target per year
1.	Workshops for students	4 in an academic year
2.	Internships	5% of registered mechanical engineering students
3.	Campus Placements	1% of batch size (in the year when HMSI conducts campus)
4.	Faculty Development Programs	2 in an academic year

2. The AIP Collaborating Institute shall explore the possibilities of supporting HMSI in its learning, hiring and research requirements based on mutual convenience.



3. **Confidentiality:** Each party shall maintain complete confidentiality of any information of the other, disclosed during the term of this MoU ("Confidential Information"), either directly or indirectly in any form whatsoever including, but not limited to, in writing, in machine readable or other tangible form, orally or visually (subsequently reduced to writing). Both parties undertake to (i) hold all such Confidential Information in strictest confidence, (ii) not to disclose such Confidential Information either in whole or in part to any person other than those of its officers, employees and agents who need to know the Confidential Information for the purpose authorized hereunder provided that each such officer, employee or agent has agreed in writing to maintain the confidentiality of the Confidential Information in accordance with the terms hereof or (iii) not to use such Confidential Information for any purpose whatsoever save as may be strictly necessary for the performance of this MoU. This clause pertaining to confidentiality shall survive the term of this MoU and remain in full force and effect notwithstanding any termination of this MoU.
4. **Intellectual Property Rights:** IPR titles or ownership of any products, proprietary information or technology tools, processes, utilities, and methodology including any HMSI proprietary products or components thereof used hereunder or development of any deliverables and all new ideas, inventions, innovations, or developments conceived, developed, contributed, distributed or made by HMSI hereunder, and all customisations, enhancements and modifications thereof, will not be transferred from HMSI to the AIP Collaborating Institute on account of use of the same as part of any work under this MoU and shall always remain with HMSI.
5. In no event shall either party be liable for any indirect, incidental, special, consequential damages, including, but not limited to, loss of profits, revenue, data or use, incurred by the other party in connection with, arising out of or under this MoU save for any such loss suffered resulting from any wilful and grossly negligent act or omission of either of the parties.
6. Neither this MoU, nor any activities described herein, shall be construed as creating a partnership, joint venture, agency or other such relationship. Both parties agree that this MoU represents a nonexclusive relationship between the parties and nothing contained herein shall preclude either party from participating/initiating similar relationship with third parties.
7. Neither party shall issue any press release, public announcement or other such disclosure concerning this MoU without the other party's prior written consent as to such release or announcement.



8. This MoU may not be amended without the prior written consent of both the parties.
9. This MoU will be effective for one year from November 1, 2015 till October 31, 2016. This MoU can be renewed based on mutual convenience.
10. **Governing Law:** This MoU shall be governed by the laws of India and the Courts in Gurgaon and Allahabad shall have exclusive jurisdiction.
11. **Termination:** Either party can cancel or terminate this MoU unilaterally (and without reason), by giving an advance written notice of one month to the other.
12. **Notices:** All notices, requests, demands and other communications under this MoU or in connection herewith shall be given to or made upon the respective parties as follows:

To HMSI : Commercial Complex II, Sec 49-50, Golf Course Extension Road, Gurgaon, Haryana- 122018	To the AIP Collaborating Institute : Motilal Nehru National Institute of Technology, Allahabad, Uttar Pradesh 211004
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Or to such other person or addresses as any of the Parties shall have notified to the others.

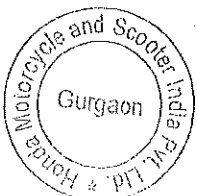
All notices, requests, demands and other communications given or made in accordance with the provisions of this MoU shall be in writing by letter, fax or telegram [Authorized E-mail]

13. **HMSI Internal Rules & Regulations:**

The business activities of HMSI are self-regulated by the "HMSI governing internal rules of conduct." The AIP Collaborating Institute undertakes that it will endeavor to promptly report any violation or potential violation of the internal rules by any person to the **Principal Officer - HR** of HMSI. HMSI, in turn, undertakes that it will maintain confidentiality of all communication received.

14. **FORCE MAJEURE:**

If either of the two parties is prevented, restricted, delayed or interfered by reason of:



- a) Fire, explosion, cyclone, floods, droughts, earthquakes, epidemics;
- b) War, revolution, acts of public enemies, blockage or embargo, riots and civil commotion;
- c) Any law, order, proclamation, ordinance or requirements of any Government or authority or representative of any such Government, including restrictive trade practices or regulations;
- d) Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein; Or
- e) Any other circumstances beyond the reasonable control of the party affected; then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected used its best efforts to remove such cause of non-performances, and when removed the party shall continue performance with the utmost dispatch.

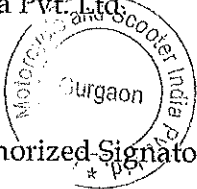
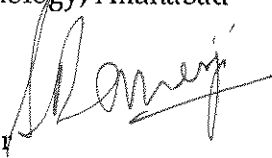
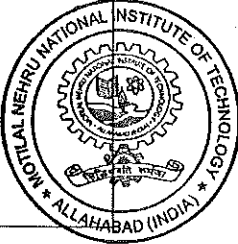
Each of the parties agrees to give written notice to the other party upon becoming aware of an Event of Force Majeure, and mentioning details of the circumstances giving rise to the Event of Force Majeure.

15. **Indemnity:** Each of the parties shall defend, indemnify and hold the other party harmless from and against any claim, liability, loss, costs or expenses (including reasonable Attorney's fees) arising out of or resulting from the material breach of the provisions herein.
16. **Waiver:** No waiver of any breach of any provision of this MOU shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.
17. **Severance:** If any provision of this MOU is invalid, unenforceable or prohibited by law, this MOU shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the others, and the remainder of this MOU shall be valid, binding and of like effect as though such provision was not included herein.
18. **Arbitration clause:** - All questions and disputes arising out of the MOU, meaning of the MOU and any other dispute of whatsoever nature between the parties arising during the terms of MOU shall be referred to a sole Arbitrator appointed by the mutual consent of both the parties.



19. *Assignment:* Subject to the provisions of this *MOU*, this *MOU* is personal to the Parties and shall not be capable of assignment, except with the prior written consent of the other Party.

IN WITNESS WHEREOF THE parties have set their hands hereto on the day and year first hereinabove written under their respective seal of office.

<p>For Honda Motorcycle and Scooter India Pvt. Ltd.</p>  <p>Authorized Signatory</p>	<p>For Motilal Nehru National Institute of Technology, Allahabad</p>  <p>Registrar</p> 
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Witnesses:

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