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10/7/17

Michelino J. A. R. U. L.

NOOR AHMED - (STAMP VENDOR)
13, SINGANNA ST., CHENNAI - 600 001
LIC N . : 11457/A7/96
Ph: 24561 / Cell : 9840123908

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is executed on this the 6th of October 2017, at Chennai:

BY AND BETWEEN

MICHELIN INDIA PRIVATE LIMITED, a company incorporated and registered under Companies Act, 1956 having its registered office at Shyamala Towers, 3rd Floor, 136 Arcot Road, Saligramam, Chennai – 600 009 and factory at A-1 SIPCOT Industrial Complex, Thervoykandigai, Thiruvallur District, Tamil Nadu, India 601 202 (hereinafter referred to as "**MIPL**" which expression shall, unless repugnant to the context, mean and include its successors-in-interest and permitted assigns), of the ONE PART;

AND

AALIM MUHAMMED SALEGH TRUST a society/trust duly registered under the laws of India, having its place of business at "Nizara Bonanza", 813, Anna Salai (Opp.LIC), Chennai 600002 and which runs **Aalim Muhammed Salegh College Of Engineering** represented by Mr. Segu Jamaludeen (hereinafter referred to as "**Second Party**" which expression, unless repugnant to the context, shall mean and include its authorized and legal representatives, employees, successors-in-interest and permitted assigns) of the OTHER PART.



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S. Segu Jamaludeen
S. SEGU JAMALUDEEN
SECRETARY
AALIM MUHAMMED SALEGH TRUST

MIPL and the Second Party are hereinafter referred to individually as "**Party**" and collectively as "**Parties**" unless the context requires otherwise.

WHEREAS:

MIPL is engaged in the business of manufacturing tyres and has its manufacturing facility in the State of Tamil Nadu, India. MIPL intends to provide training in certain technical areas including engineering and technology;

Second Party is pioneer in the field of imparting education in India and provides education in the field of engineering and technology;

Second Party is interested in obtaining specialized training from MIPL to its students who are willing to undergo training;

Based on the representation of the Second Party, MIPL has evinced interest in providing training to certain of its students and the Second Party has agreed to avail training from MIPL to certain of its students, on mutually agreed terms.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Objective

- (a) The Parties agree that this MOU is signed with the objective of furthering industry-academic relationship for mutual benefit, and as part of its activities to build fruitful & mutual relations.
- (b) The main objective of the Program is to enhance the students' skill in technical / general / managerial competencies and mould them suitable to industry needs and current trends.

2. Scope

- (a) MIPL has launched training program exclusively for Engineering / MBA students and it will be imparting professional training to the specified number of students of the Second Party. The duration of the training will be mutually agreeable days. The training program will be conducted either in the Aalim Muhammed Salegh College Of Engineering situated at Muthapudupet, Avadi, IAF, Chennai 600055 or at Michelin factory situated at A-1 SIPCOT Industrial Complex, Thervoykandigai, Thiruvallur District, Tamil Nadu ("MIPL Site") or any other place mutually agreed depending of the nature of the program
- (b) The Second Party understands that the Program is participatory in nature and does not guarantee any future placement opportunities for the students being selected for the program either at MIPL or any other organization. It shall be the responsibility of the Second Party to ensure that the students are made aware about the objectives and nature of the Program and MIPL will also inform students during awareness program and prior to commencement of training



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3. Consideration

- (a) The consideration for the training program and training module will be mutually discussed and agreed by the representatives of MIPL and the Second Party prior to the commencement of training in writing;
- (b) Second Party shall remit the training fee of the training program on behalf of participating students while collecting the certificate from MIPL.
- (c) Second party shall take care of the transportation of their students and shall pay for the food arrangements for their students which will be included in the training fee

Obligations of MIPL

- (a) MIPL shall provide to the students, the Personal Protective Equipment needed to undergo the training in respective MIPL labs; and
- (b) On the completion of the Program, MIPL shall provide the certificate for the students who have completed the Program successfully.

Obligations of the Second Party

- (a) Second Party will provide the required training hall, projector and other necessary equipment and tools as may be necessary to conduct trainings at college premises. Second Party shall ensure that such premises and assets are duly covered under appropriate insurance policy;
- (b) Second Party will ensure the punctuality and attendance of the students registered for training in MIPL Site

4. Term

This MOU will come into effect on the 12th October, 2017 and will expire on 11th October 2020 and may be renewed by the Parties as may be mutually agreed in writing.

5. Records

Second Party shall maintain an accurate and complete record in respect of the training provided by MIPL under this MOU.

6. General Provisions:

- a) This MOU, shall form the entire agreement between Second Party and MIPL superseding the contents of any other negotiations, whether oral or in writing, pertaining to the subject of this MOU.
- b) The rights and obligations of Second Party are limited to the terms and conditions of this MOU. Accordingly, Second Party and its personnel involved in activities hereunder on its behalf shall not be entitled to any benefit, payment, compensation or entitlement.
- c) Second Party shall cover its students under appropriate insurance policy against all risks associated with the training on or off the college premises (including MIPL premises) and shall take full responsibility with respects to its students for any eventualities thereof.



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- d) Second Party shall be solely liable for claims by third parties (including its students) arising from Second Party's acts or omissions in the course of performing this MOU and under no circumstances shall MIPL be held liable for such claims by third parties.
- e) In the event of any breach of the terms hereof, Second Party shall indemnify MIPL as required.
- f) Second Party undertakes to comply with the MIPL Code of Ethics which is available in the website <http://www.michelin.com/eng/michelin-group/profile/our-ethics> and to enforce the enshrined ethics therein and in their relationship with any statutory authority and in dealings with all concerned individuals. MIPL shall monitor and ensure compliance with said Code of Ethics and the same shall be subject to review by MIPL from time to time. Second Party agrees to indemnify MIPL for all cost, loss and damage (including agreed professional fees) caused to MIPL due to the non-compliance of the Code of Ethics Second Party, its personnel, consultants, associates and affiliates.
- g) Either party terminate this MOU at any time by giving thirty (30) days prior written notice to the other party.
- h) In case of any dispute or interpretation issue relating this MOU, the party which raises the dispute shall inform the other party in writing and within 7 days of such notification the parties shall mediate and try to find a solution amicably failing which, the same may be referred to arbitration by a sole arbitrator appointed mutually by both the parties in accordance with the provisions of the Arbitration and Conciliation Act 1996. The arbitration shall be governed by the laws of India. The place of Arbitration shall be at Chennai and the language of arbitration shall be in English.

IN WITNESS WHEREOF, the undersigned, duly appointed representatives of MIPL, Second Party, respectively, have on behalf of MIPL, and Second Party signed the present Memorandum of Understanding on the dates indicated below their respective signatures.



For and on behalf of **MICHELIN INDIA PRIVATE LIMITED**

Atul Renavikar
Site Director – Chennai

Balamurugan Subramanian
General Manager - SP

For and on behalf of **AALIM MUHAMMED SALEGH TRUST**

Segu Jamaludeen,
Secretary & Correspondent
S. SEGU JAMALUDEEN
SECRETARY
AALIM MUHAMMED SALEGH TRUST