

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is dated **24<sup>th</sup> April 2015** and shall come in effective from **24<sup>th</sup> April 2015**.

**PARTIES**

- (1) WABCO INDIA LIMITED, incorporated and registered in India, whose registered office is at Plot No. 3, 3rd Main Road, Ambattur Industrial Estate, Chennai – 600058 (“WABCO”).
- (2) VEL TECH DR.RR &DR.SR.TECHNICAL UNIVERSITY-, having its office situated at – No.42&60, Avadi- VELTECH Road, Avadi. Chennai-600062--, and its campus at – - No.42&60, Avadi- VELTECH Road, Avadi. Chennai -600062 ( “VELTECH”).

(Hereinafter WABCO and VELTECH shall be individually referred to as the “Party” and collectively as the “Parties”)

**BACKGROUND**

- (A) WABCO is into design, development and manufacture and selling of air assist and full air actuation system, its components and accessories and others.
- (B) VELTECH is engaged in academic teaching and providing formal education to students in various Engineering streams.
- (C) WABCO and VELTECH intend to develop a collaborative partnership to address the concerns of academic institutions and industry.
- (D) VELTECH approached WABCO for internship/project opportunities/Placement opportunities to its students. Also, VELTECH is desirous of offering Part Time B.Tech & M.Tech programs to WABCO sponsored employees.

(E) Initially MOU was signed between WABCO and VELTECH on 9/11/2009 for a period of 5 years for Industry Academia support. Parties desirous of exploring opportunities for collaborative research and Industry – Academia programs. Further, subject to availability of experts, WABCO is willing to deliver guest lectures at VELTECH.

(F) However, WABCO is not under mandatory obligation to provide Internship/Projects, Placement opportunities /sponsor employees for B.Tech & M.Tech Part Time Programmes/ Identify areas of Research in Contemporary Technology appropriate to respective WABCO manufactured Products, / Provide inputs to Curriculum Design to improve relevance to the Industry and deliver guest lectures at VELTECH

#### **AGREED TERMS**

1. Parties herein agree to develop a partnership to address the concerns/challenges of current Engineering education and industry.
2. This MOU scope shall include providing internship/project opportunities, Placement opportunities /sponsor employees for B.Tech & M.Tech Part Time Programmes/ Identify areas of Research in Contemporary Technology appropriate to respective WABCO manufactured Products / Providing inputs to Curriculum Design to improve relevance to Industry, guest lectures to VELTECH students and build a strategic partnership between parties.
3. VELTECH voluntarily willing to partner with WABCO and thereby provide academic support through its professors and students and also benefit from WABCO's industrial expertise and leadership.

4. WABCO is not under any mandatory obligation to provide internship/project opportunities /Placement opportunities /sponsoring employees for B.Tech & M.Tech Part Time Programmes/ Identify areas of Research in Contemporary Technology appropriate to respective WABCO manufactured Products, / Providing inputs to Curriculum Design to improve relevance to Industry and guest lectures to VELTECH students; however such opportunities are extended based on WABCO's sole requirement.
5. **In regard to scope of activities mentioned in clause (2) referred above, VELTECH shall coordinate with WABCO One (1) month in advance** and incase opportunities exist, WABCO will give consent to VELTECH.
6. In regard to guest lectures, VELTECH shall provide WABCO the topics for guest lecture one month in advance. In case WABCO is willing to deliver guest lecture the same will be confirmed.
7. In case VELTECH intends to benefit from WABCO's expertise in VELTECH activities, VELTECH may reach out to WABCO with specific proposals, like proposal of invitation to join executive council or academic council and others. WABCO shall have discretion whether to accept or reject the proposal.
8. Incase WABCO requires any academic program assistance; VELTECH shall extend such support subject to terms of the proposal.
9. WABCO and VELTECH shall nominate the following persons as one point contact for interaction under this agreement:
  - WABCO: Mr. V. THIAGARAJAN General Manager (TQM & Six Sigma) ;
  - VELTECH: Professor. C.S.SIVAKUMAR.
10. In case parties intend to extend collaboration to other activities/areas, the same shall be agreed in writing by the parties.

11. In case WABCO grants permission to VELTECH student for carrying out internships/projects at WABCO, such students are under mandatory obligation to sign NDA and waiver of Moral rights agreements.
12. VELTECH and its employees and students shall keep information shared by WABCO pursuant to this MOU confidential.
13. All intellectual property Rights created, developed or generated by either party or its personnel and students pursuant to this either MOU shall be absolutely owned by WABCO.
14. While doing internship or working on projects at or for WABCO, if VELTECH and their personnel and/or their students intend to use any intellectual property owned by them, they need to identify the same and obtain prior written consent from WABCO to use the same in Projects, otherwise it is deemed that WABCO absolutely owns all forms of intellectual property in the projects and deliverables.
15. During internship and/or while working on WABCO projects, VELTECH and/or its students shall not use or finalize or publish a project report with WABCO information, without prior written approval of WABCO authorized representative.
16. VELTECH agree that it shall ensure its professor and students working on projects pursuant to this MOU shall comply with WABCO policies, process, applicable laws & regulations.
17. VELTECH agree that there shall not be any consideration be paid by WABCO to students working on internship/projects or any engagements unless specifically approved and agreed by WABCO in writing.
18. In case parties intend to work on any projects of strategic importance and research, parties shall execute a written project specific strategic agreement.

19. VELTECH and its student working at/for work on projects and internship shall assign all their rights in the project deliverables in favor of WABCO.
20. This MOU will be effective from the date of signing this MOU and shall be valid for a period of 5 years thereon and The Parties may renew further on mutually agreed terms and conditions.
21. Either party may terminate this MOU by a written notice by giving an advance notice of one month to the other party. However, terms of this MOU shall remain to be valid post termination of this MOU.
22. VELTECH shall defend, indemnify and hold WABCO and its Directors, employee (each "indemnified party") harmless from and all judgments, losses, payments, costs, expenses (including reasonable attorneys' fees), damages, settlements, liabilities, fines, and penalties of the Indemnified Party ("Costs"): (i) arising from or in connection with a claim, suit, action, proceeding or demand (each, a "Claim") brought against the Indemnified Party by a third party in connection with the violation of Intellectual Property Rights by VELTECH and its students under this Agreement, and (ii) arising from or in connection with (a) the breach by VELTECH of any of its obligations or hereunder.
23. The provisions of this MOU are severable. If a court or arbitrator holds any provision of this Agreement invalid, illegal or unenforceable, then the validity, legality or enforceability of the remaining provisions will in no way be affected or impaired thereby. If a court or arbitrator holds any such provision to be invalid or unenforceable, the adjudicating entity will replace that provision with a provision that is valid and enforceable, and most nearly reflects the intent of the original provision.
24. This MOU shall be governed in accordance with the laws of India. In case of any dispute between the parties, parties shall settle the matter amicably within 15 days from the date of dispute, failing which the matter shall be referred to a sole

arbitrator mutually appointed by the parties. Arbitration proceedings shall be conducted in accordance with The Arbitration and Conciliation Act, 1996 and the venue of Arbitration shall be in Chennai. English language shall be used in the arbitration proceedings. The arbitration award shall be final and binding on all the Parties.

IN WITNESS WHEREOF, WABCO and VELTECH, by the signatures of their duly-authorized representatives below, intending to be legally bound, agree to all of the provisions of this MOU.

AGREED TO AND ACKNOWLEDGED BY:

For VEL TECH

**Col. Prof. Dr. Vel. R. Rangarajan,**  
Founder-President ,  
**Vel Tech Dr. RR & Dr. SR Technical University**  
#42, Avadi-Vel Tech Road,  
Avadi, Chennai-600 062,

Dr. R. Rangarajan  
Founder-President  
Vel Tech Rangarajan Dr. Sagunthala R&D  
Institute of Science and Technology,  
(Vel Tech Dr. RR & Dr. SR Technical University  
# 42 & 60, Avadi-Vel Tech Road, Avadi,  
Chennai-600 062.

WITNESS:

**Dr. P. SARASU**  
DIRECTOR R&D  
VEL TECH Dr. RR & Dr. SR  
TECHNICAL UNIVERSITY

For WABCO

**Mr. V. Thiagarajan,**  
General Manager(TQM & Six Sigma)  
**WABCO INDIA LIMITED**  
Ambattur Industrial Estate,  
Chennai-600058



WITNESS:

**T. R. NARASIMHAN**  
Sr. Manager - TQM & 6σ  
WABCO INDIA.

# Memorandum of Understanding

Between

**Vel Tech Dr.RR & Dr.SR Technical University, Chennai**

(Vel Tech Rangarajan Dr. Sagunthala R&D Institute of Science  
and Technology)

Deemed University u/s 3 of UGC act 1956



&

**Sundaram Clayton Limited, Chennai**

**TVS Sundaram - Clayton Limited**

(A division of \$5 billion TVS group company)

The Vel Tech Dr. RR & Dr. SR Technical University (Vel Tech Rangarajan Dr.Sagunthala R&D Institute of Science and Technology) a Deemed University located at #42&60,Avadi-Veltech Road, Chennai, TamilNadu (hereinafter referred to as **VEL TECH**) and Sundaram Clayton Limited , one of the largest auto components manufacturing and distribution group in India (hereinafter referred to as **SCL**). have, on this 31st day of **July 2012**, entered into this agreement which witnesseth as follows:

1. The two institutions recognise that :

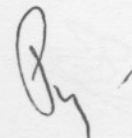
**VEL TECH** has a pool of qualified faculty capable of imparting theoretical knowledge in various fields of engineering and allied engineering subjects. It has excellent infrastructure and laboratories like **Centre for Design, Engineering and Manufacturing, (set up in collaboration with DASSAULT SYSTEEMS)**, **Centre of excellence for Virtual Instrumentation (set up in collaboration with NATIONAL**

**INSTRUMENTATION)**, CAD/CAM, Mechatronics, Engine Testing, Fuels and Lubricants, Two and Three wheeler, Fluid Mechanics, Thermal Engineering, Strength of Materials, Dynamics, Metrology and Measurements, Advanced VLSI, Embedded systems laboratories, Central library and computer centres.

**VEL TECH** also has set up a Research Park inside the University campus to orient the mindset of the Post Graduate Student community and the Faculty particularly those from the Engineering & Technology disciplines, in pursuing Research as a career. Suitable infrastructure and special facilities created in this Park provide an enabling environment for engaging in Technological Research. The multi storied Research Park accommodates as many as 80 Labs to take up research work in different disciplines.

**Vel Tech** has also signed about 140 Memorandum of Understandings with various research institutes, industries and universities across the globe for bilateral and multilateral exchange of resources and to set up Centre of Excellence in the fields of Engineering of Technology.

- **SUNDARAM CLAYTON LIMITED** is part of \$5 billion TVS Group, one of the largest auto-components manufacturing and distribution group in India. **SCL** is a leading supplier of aluminium die castings to automotive and non-automotive sector. Since commencing operations in 1962, **SCL** has achieved many milestones and emerged as one of the preferred solution provider in machined and sub-assembled aluminium castings. **SCL** contribution commences from early design stage to development and supply of finished product. Over the years **SCL** have built strategic partnership with global OE/Tier one. **SCL** has robust manufacturing facility and strong application engineering team driven by TQM, TPM, Lean practices and investments in state of the art technologies. **SCL** is poised to serve the future needs of the industry in light metal castings. **SCL** has stocked immense knowledge and know how in the field of light metal die-casting by continuous learning and improvement practiced for over 4 decades. **SCL** has in-

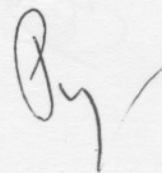




house design competency ranging from advanced solid modelling and flow analysis software for rapid prototyping and has good association with reputed tool makers in India and abroad.

2. Hence **VEL TECH** and **SCL** agree to:

- a. Provide **Real Time Project Works for final year U/G Students**. For this, Vel Tech will provide a list of 10 to 15 students or the number as required by SCL from time to time for all the manufacturing units of SCL situated at Padi, Mahindra World City and Belagondapalli.
- b. Students will be chosen from the streams like Mechanical, Automobile, Electrical & Electronics, Electronics & Instrumentation. The distribution among the streams will be made available well in advance to VELTECH.
- c. The students will be selected through a screening process/test as prescribed by SCL and selected list of students will be made available to SCL by VEL TECH well in advance so as to commence the project in time.
- d. The first batch of U.G. students for Projects shall commence in August 2012. The duration of the projects for U.G. Students would be in two spells. During the 7<sup>th</sup> Semester from July to Nov, on Saturdays the selected students will visit SCL for study, familiarisation with industrial environment/procedures and understanding of the Project. Thus the students will be fully prepared to work and complete the real time Projects during the 8<sup>th</sup> Semester i.e during the following months of Dec to Apr of the subsequent year. For PG students Projects will be for a duration of 6 months.



e. SCL and VEL TECH will designate one of their officer/faculty members as coordinators for Projects to continuously monitor the progress of these Projects.

f. SCL will provide the list of Projects to VEL TECH immediately on selection of students for these Projects.

g. Monthly Progress Reports of these Projects will be submitted independently by the corresponding coordinator to the Chancellor/ President.

3. Both the parties can include their name in advertisements with mutual consultations.

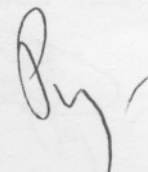
**VEL TECH** and **SCL** also agree to carry out the following on mutually acceptable terms and conditions:

4. **VELTECH** agrees to depute its Eminent Professors to arrange Refresher Course in subjects/technical areas as sought by **SCL**. This will be planned well in advance by both **VELTECH** AND **SCL** on mutually acceptable date and time without affecting the normal work of both the Institutions.

5. **VELTECH** agrees to give training to **SCL** employees and provide Research facilities at Veltech Research Park and designated Laboratories in their premises on mutually agreed terms on a case to case basis.

6. **VEL TECH** and **SCL** also agree to carry out the following on mutually acceptable terms and conditions:

- Industrial Visits to the Manufacturing units of **SCL**. These visits shall be centrally coordinated by TQM department, Padi plant. Date of visit and the batch size will be decided well in advance by mutual consultations.
- Guest Lectures by experts of **SCL**.



This agreement will be in effect initially for a period of 2 years from the date of signing of this MOU by both the parties and will be renewed further if mutually agreed. Either party may terminate the agreement by written notification signed by the appropriate official of the Institution initiating the notice. Such notice must be received by the other party six months prior to the effective termination date. However, obligations and commitments already contracted for and involving their parties shall be honoured and continued by both parties until such commitments are completed.

In witness whereof, the parties hereto caused this instrument to be executed as of the day, month and the year indicated below:

For VEL TECH



CHANCELLOR

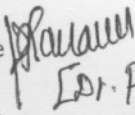
**VEL TECH**  
Dr. RR & Dr. SR  
TECHNICAL UNIVERSITY  
No. 42, Avadi - Vel Tech Road,  
Avadi, Chennai - 600 062.

Date

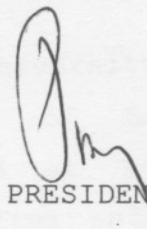
Witness 1

Signature

Date

  
[Dr. P. SARASU]  
**VEL TECH**  
Dr. RR & Dr. SR  
TECHNICAL UNIVERSITY  
No. 42, Avadi - Vel Tech Road,  
Avadi, Chennai - 600 062.

For SCL



PRESIDENT

**SUNDARAM-CLAYTON LIMITED**  
PADI, CHENNAI-600 050

(P. H. NARAYANAN)

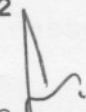
Date

31/7/12

Witness 2

Signature

Date

  
(HEMANT KUMAR S.)

**SUNDARAM-CLAYTON LIMITED**  
PADI, CHENNAI-600 050

31/7/2012



**Vel Tech**  
Rangarajan Dr. Sagunthala  
R&D Institute of Science and Technology  
(Deemed to be University Estd. u/s 3 of UGC Act. 1956)



**MEMORANDUM OF UNDERSTANDING**

**MEMORANDUM OF UNDERSTANDING**, by and between **INDIA PISTONS LIMITED**, (a Member of the Amalgamations Group), having its principal place of business at **HUZUR GARDENS, SEMBIAM, CHENNAI 600 011**, engaged in design and manufacture of Piston assemblies for IC Engines and Vel Tech Rangarajan & Dr. Sagunthala R&D Institute of Science and Technology Deemed University u/s 3 of UGC act 1956, a Deemed University, located at No. 42 & 60 Avadi Veltech Road, Avadi, Chennai 600 062, (hereinafter referred to as "**VEL TECH**").

WHEREAS **IPL** has established world-class benchmarks of engineering excellence through its robust adherence to quality-oriented processes, wide range of application-specific products, application of cutting-edge technologies and continues to make impressive strides in the export market and is among the top exporters of auto components in the country.

**AND**

WHEREAS **VEL TECH** is a multi-disciplinary teaching and research institute located in southern part of India near Chennai city. For more than two decades, Vel Tech University has been carrying out academic and high quality research activities in diversified technology domains in association with national partners like DRDO/DST/ARAI/FCRI and International partners from Taiwan, USA, Germany, and France. The University has definitive research interests in domains such as Advanced Materials, NDT, Additive Manufacturing, UAVs, Renewable Energy, Harsh Environment Sensors, Gas Turbine Technologies, Waste Management, Robotics, Engineering Analysis and Simulation Practices. It has a pool of qualified faculty capable of imparting theoretical knowledge in various fields of Engineering and allied engineering subjects. It has excellent infrastructure and facilities like CAD/ CAM, Mechatronics, Engine Testing, Fuels & Lubrication, Two and Three Wheeler, Fluid Mechanics, Automobile Engineering, Metrology and Measurements, Thermal Engineering, Advanced VLSI, Virtual Instrumentation, Embedded Systems, Automotive and Industrial applications, Central Library and Computer Centers.



**Vel Tech**  
Rangarajan Dr. Sagunthala  
R&D Institute of Science and Technology  
(Deemed to be University Estd. u/s 3 of UGC Act, 1956)



**VEL TECH** has also signed more than 210 Memorandum of Understandings with various research institutes, industries, and universities across the globe and within India for bilateral and multilateral exchange of resources and to set up Centre of Excellence in various fields of engineering and Technology.

It is agreed by and between **IPL** (a Member of the Amalgamations Group) and **VEL TECH** as under:

1. **IPL** will participate in the campus interview for selection of students for employment, as appropriate to the needs of the respective companies.
2. **IPL** will identify student projects, both at UG and PG level and provide guidance to student groups and assist in carrying them out successfully.
3. **IPL** will assist **VEL TECH** by providing inputs to curriculum design to improve their relevance to the needs of the industry by nominating an expert to join the appropriate Board of Studies of the University.
4. **VEL TECH** agrees to design and conduct short term training of Technicians / Engineers / Managers in specific areas of relevance using their infrastructure and University Faculty in areas of interest to the participating Company.
5. **VEL TECH** in consultation with **IPL** will identify areas of research in contemporary technology appropriate to the respective products manufactured by the company.
6. Work that is done by the University on behalf of the Industry will be treated in confidence between the two parties and any intellectual property that may be developed out of such collaborative work will be held jointly by both the parties.



# Vel Tech

Rangarajan Dr. Sagunthala  
R&D Institute of Science and Technology  
(Deemed to be University Estd. u/s 3 of UGC Act, 1956)



7. This Memorandum of Understanding comes with effect from the date of signing and will be valid for a period of five years unless terminated by mutual consent before that date.

IN WITNESS WHEREOF, the parties hereby have caused this Memorandum of Understanding to be executed in duplicate by their duly authorized Officers or Representatives as of

Interested Party: **India pistons limited**

Signature:

Name: DR.R. Mahadevan

Title: Director

Signature:

Interested Party: **Vel Tech Rangarajan & Dr. Sagunthala R&D Institute of Science and Technology**

Name: Prof. S. Salivahanan

*S. Salivan*

Prof. S. Salivahanan  
Vice Chancellor

Title: Vice Chancellor

Witness 1: Name: Dr. P. Chandrakumar

Signature:

Witness 2: Name: Mr. R. Rajesh

Signature:

Date: 22.03.2021

**Vel Tech**  
Rangarajan Dr. Sagunthala  
R&D Institute of Science and Technology  
(Deemed to be University Estd. u/s 3 of UGC Act, 1956)  
Industry Relations & IBI

**Vel Tech**  
Rangarajan Dr. Sagunthala  
R&D Institute of Science and Technology  
(Deemed to be University Estd. u/s 3 of UGC Act, 1956)



8452  
05.06.2019  
TAMILNADU  
Tractors and Farm Equipment  
LTD

BV 813531  
G. MATHIVANAN  
S.V.L. No.9588/2000  
No.6, Fourth Street,  
Indira Gandhi Nagar,  
Adambakkam, Chennai-88

**NON-DISCLOSURE AGREEMENT**

This **Non-Disclosure Agreement** (hereinafter referred to as the '**Agreement**') executed at Chennai on this the 6<sup>th</sup> day of June 2019;

**BY AND BETWEEN**

**M/s. Tractors And Farm Equipment Ltd. (Power Source Division)**, a company incorporated under the Companies Act. 1956, represented by its authorised signatory, having its Registered Office at No.861, Anna Salai, Chennai – 600 034 and having its Corporate Office at No.77, Nungambakkam High Road, Chennai - 600 034, (hereinafter referred to as **Tafe-PSD 'Disclosing Party'**), which expression unless repugnant to the context or meaning thereof shall be deemed to mean and include its successors and assigns) of the **One Part**;

**AND**

Vel Tech Rangarajan Dr.Sagunthala R&D Institute of Science and Technology, a Deemed University located at 400 feet Outer Ring Road, Avadi, Chennai, Tamil Nadu (hereinafter referred to as **VEL TECH** (hereinafter referred to as the '**Receiving Party**', which expression unless repugnant to the context or meaning thereof shall be deemed to mean and include its successors and assigns) of the **Other Part**;



*[Handwritten signature]*

The Disclosing Party and the Receiving Party are hereinafter collectively referred to as '**Parties**' and individually as '**Party**', unless repugnant to the context.

Disclosing Party interalia is engaged in the business of design, manufacture and sale of automotive 3 and 4-wheeler and 2-wheeler batteries as well as other batteries for other applications like inverters, UPS installations, and others within and outside the Republic of India;

**And Whereas** the Receiving Party interalia is an educational institution (Deemed University) who has a pool of qualified faculty capable of imparting theoretical knowledge in various fields of engineering and allied engineering subjects. It has excellent infrastructure and laboratories like CAD/CAM, Mechatronics, Engine Testing, Fuels and Lubricants, Two and Three wheeler, Fluid Mechanics, Thermal Engineering, Strength of Materials, Dynamics, Metrology and Measurements, Advanced VLSI, Virtual Instrumentation, Embedded systems laboratories, Central library and computer centres.

**And whereas** the Disclosing Party and the Receiving Party are proposing to work together for their mutual benefit and therefore would engage in discussions pertaining to

- a) To provide interactions with the industry practitioners so as to have an understanding of industry expectations for the fresh graduates.
- b) To provide for regular knowledge exchange between institute and industry experts.
- c) To create opportunities to carry out Joint research & Consultancy for mutual benefit in areas where deemed necessary by both.

**And Whereas** during the course of such Discussions it is contemplated that the Disclosing Party may disclose to the Receiving Party certain information which are non-public, confidential and/or proprietary and

**And Whereas** the Disclosing Party is desirous of entering into this Agreement to protect such information from being used / infringed/disclosed by the Receiving Party to any other third parties;

**NOW THEREFORE, INTENDING TO BE LEGALLY BOUND THE PARTIES TO THIS AGREEMENT AGREE AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION:**

In this Agreement the following defined terms shall be interpreted to carry the meaning set forth in this Clause:

- 1.1 **Confidential/Proprietary Information** shall mean and include all information of the Disclosing Party, including but not limited to corporate strategies, plans and processes, company's objectives, company's process design, company's performances, financial results, product design, drawings, logos, trademarks, patents, copyrights, specification or other technical, manufacturing or other process information including but not limited to inventions, methods, plans, processes, specifications, characteristics, assays, raw data, scientific preclinical or clinical data, records, databases, formulations, clinical protocols, know-how, experience, computer programs, software applications and trade secrets, general business information or market information, developmental, marketing, sales, customer, supplier, consulting relationship information received or obtained before, on or after the date of this Agreement, whether or not marked or designated as 'Confidential',



A handwritten signature in blue ink, appearing to be 'D. H. S.', located at the bottom right of the page.



'Proprietary' or the like, in any form, whether written, oral or otherwise, including electronic or optical data storage and retrieval mechanisms, and including all forms of communication, including but not limited to physical demonstrations, in-person conversations and telephone conversations, and other means of information transfer such as facility tours, regardless of whether any such information is protected by applicable trade secret or similar laws, and any analysis, compilations, reports, memoranda or studies with respect to such information prepared, but excluding information which:

- o is or becomes publicly available (other than as a direct or indirect result of any breach of this Agreement); or
- o is known to the Receiving Party before the date it is disclosed by the Disclosing Party or its affiliates or is obtained by the Receiving Party after that date from a third person who, insofar as is known to the Receiving Party, is not prohibited from transmitting the information by a contractual, legal or fiduciary obligation to the Disclosing Party;
- o is independently developed by the Receiving Party without use of the Confidential/Proprietary Information.
- o is known to the Receiving Party prior to the execution of this document.

1.2 **'Representatives'** mean the directors, officers, employees, agents, attorneys, accountants, consultants, financial advisors and other representatives of the referenced Party.

**2. CONFIDENTIALITY UNDERTAKING:**

The Receiving Party is aware that they shall be in possession of certain highly confidential information pertaining to the designs and requisite IPR for tractors, implements & its spares, notes in both soft and hard forms, visual or writing. In all such instances, the information given by the Disclosing Party that is disseminated / used by the Receiving Party to prepare the design / its improvement or allied services, as per the specifications and demand of the Company, shall be construed as the Proprietary right of the Company and the Receiving Party shall not stake any kind of right over the same, nor create a lien over it and shall be subject to the terms and conditions enumerated in Clauses 2.1 to 2.7.

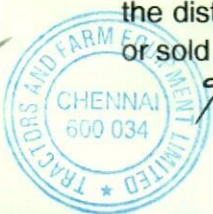
2.1 **Obligations of Confidentiality and Non-Use:** Each party (the "Receiving Party") is prohibited from disclosing the other party's (the "Disclosing Party") Confidential Information (as defined below) to any persons who do not have a need-to-know and a right to access and use such information. In addition, the Receiving Party (a) shall take all reasonable steps to prevent unauthorized access to the Disclosing Party's Confidential Information, and (b) shall not use the Disclosing Party's Confidential Information, or authorize or permit other persons to use the Disclosing Party's Confidential Information, for any purposes other than in connection with performing its obligations or exercising its rights under the Agreement. Specifically, the Receiving Party shall not expose any Materials received from the Disclosing Party to any third party and in particular to any competitor who might gain a financial advantage in the receipt of these Materials. As used herein, "reasonable steps" means steps that either Party takes to protect its own confidential or proprietary information of a similar nature, which steps shall be no less than those necessary to exercise reasonable care.

NC



*[Handwritten signature]*

- 2.2 **Employees and Others:** The Receiving Party shall advise all persons to whom the Receiving Party discloses the Disclosing Party's Confidential Information of the Receiving Party's obligations of confidentiality and non-use under this Section. In addition, the Receiving Party shall require all persons to whom the Receiving Party provides access to the Disclosing Party's Confidential Information, including its associates if necessary, to execute confidentiality or non-disclosure agreements containing provisions at least as protective as those contained herein.
- 2.3 **Unauthorized Disclosure:** The Receiving Party shall promptly notify the Disclosing Party if the Receiving Party learns of an unauthorized disclosure or release of the Disclosing Party's Confidential Information by any person obtaining such Confidential Information from or through the Receiving Party, and shall reasonably assist the Disclosing Party in any action taken against the person(s) responsible for
- unauthorized release.
  - Use of any Proprietary Information for its own benefit or for the benefit of others, in any manner whatsoever, except with the Disclosing Party's prior written authorization and consent;
  - Failure to hold in confidence all Confidential/Proprietary Information received from the Disclosing Party pursuant to this Agreement;
  - Failure to protect the Confidential/Proprietary Information and take all safeguards necessary for the same from being disclosed, destroyed, tampered, copied, conveyed or communicated and accessed by any third party;
  - violating the principles of infringement and passing off.
  - filing any patent or design application based upon or disclosing any of Disclosing Party's Confidential/Proprietary Information or process;
  - using the Confidential/Proprietary Information for any purpose (including, but not limited to, any competitive or commercial purpose) other than in relation to the Performance of its obligation under the consulting agreement; and
  - failing to take all reasonable precautions in handling, evaluating, using and disposing of the Confidential/Proprietary Information, and the Receiving Party shall be solely responsible for damages arising from any failure to do so.
- 2.4 The Receiving Party will promptly notify the Disclosing Party if it becomes aware of any breach of confidence by any person, firm or corporation to whom it has divulged all or any part of the Confidential / Proprietary Information or who becomes aware of it in an unauthorized way, and will give the Disclosing Party all reasonable assistance in connection with any proceedings which the latter may institute against such person, firm or corporation to prevent disclosure of such Confidential/Proprietary Information.
- 2.5 The Receiving Party agrees that Confidential/Proprietary Information provided by the Disclosing Party is and shall remain the exclusive property of the Disclosing Party and the Receiving Party shall not acquire by implication or otherwise any right in, title to or license in respect of any Confidential / Proprietary Information supplied by or on behalf of or relating to the Disclosing Party.
- 2.6 The Receiving Party shall not do/omit to do any such act, for any client, detrimental to the distinctiveness and significance of any product designed, manufactured, assembled or sold by the Company.



A handwritten signature in blue ink, consisting of a stylized name followed by a horizontal line and a small flourish at the end.

2.7 The Receiving Party shall not seek to register for any client, without prior written agreement of the Disclosing Party, any functionally equivalent derivative design or derivative product in respect of the specific class or goods under which the design of the Disclosing Party is registered.

**3. EXCEPTIONS:**

If Receiving Party to whom Confidential/Proprietary Information is transmitted shall become legally compelled to disclose any of the Confidential/Proprietary Information or the fact that the Confidential /Proprietary Information has been made available to the Receiving Party, the Receiving Party shall promptly advise or render all reasonable assistance to the Disclosing Party in order that the Disclosing Party may seek a protective order or such other remedy as the Disclosing Party may consider appropriate in the circumstances. In any event, the Receiving Party shall disclose only that portion of the Confidential/Proprietary Information which is legally required to disclose in the judgment of the Receiving Party's legal counsel. Both Parties will make all reasonable efforts to ensure that any third party to whom Confidential/Proprietary Information is disclosed will preserve its confidentiality.

**4. RETURN OF CONFIDENTIAL / PROPRIETARY INFORMATION:**

Following termination / completion of the Performance of its obligation and/or upon receipt of a written request from the Disclosing Party, the Receiving Party will:

- o return to the Disclosing Party, or destroy, any of the Disclosing Party's Confidential Information (including any copies, summaries, or analyses thereof) in the Receiving Party's possession or control.
- o expunge immediately all Confidential/Proprietary Information from any computer, word processor or similar device into which it was programmed by the Receiving Party or on its behalf or by its affiliates or on their behalf or by such persons to whom Confidential/Proprietary information is disclosed or on their behalf;
- o maintain one copy of the Confidential/Proprietary Information for the purposes of and so long as required by any law, court or regulatory agency or authority; and,
- o execute any agreement necessary to assign any rights in favour of the Disclosing party, that accrue from the creation of the design or any improvements made thereof to an existing one; and
- o The Confidentiality obligations set out herein shall survive this agreement. As part of the services, both the parties may be disclosing its processes, approach, methodology etc. used. This info and any other confidential information shared by both the parties will be kept confidential by both the parties for a period of 5 yrs even after the expiry of this agreement.

**5. REPRESENTATIONS:**

The Disclosing Party states that the information disclosed by it is accurate and reliable to the best of its knowledge. However neither the Disclosing Party nor any of its affiliates will be liable for any direct, indirect or consequential loss or damage suffered by any person as

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*[Handwritten signature]*

a result of relying on any statement contained in or omitted from the Confidential/Proprietary Information (except as may be expressly set out in any final and binding agreement entered into by the Parties in relation to the performance of its obligation under any contract, and subject to such limitations as maybe set out in that contract. The Receiving Party nor any of its affiliates will be held liable for any direct, indirect or consequential loss or damage suffered by any person as a result of relying on any statement contained in or omitted from the Confidential/Proprietary Information.

## 6. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

### Ownership of TAFE-PSD Materials:

- a) **Definition:** The term "Company Materials" means (i) all Materials owned or licensed by TAFE-PSD, its group companies, associates and its Affiliates, including Materials developed or acquired by them, before or after the Effective Date; (ii) all derivative works, modifications, improvements and enhancements to any of the foregoing; and (iii) all Intellectual Property Rights subsisting in any of the foregoing.
- b) **Ownership and Assignment:** The Receiving Party acknowledges and agrees that, as between the Parties, the Company Materials shall be owned exclusively by Tafe-PSD its group companies, associates and its Affiliates as the case may be and the Receiving Party shall not acquire by implication or otherwise any right in, title to or license in respect of any Confidential/Proprietary Information supplied by or on behalf of or relating to the Disclosing Party.
- c) **No Third Party Beneficiaries:** Except as expressly set forth in this Agreement, nothing in the Agreement shall confer any rights upon any person or entity other than the parties hereto and their respective successors and permitted assigns.
- d) **Third Party Materials:** The Receiving Party states that it shall use only those materials from third parties for which the Receiving Party has a license or Ownership to.
- e) **Amendments:** No amendment, modification, or supplement of any provision of any of the Agreement will be valid or effective unless made in writing and signed by each party.
- f) **Non- Compete:** The Receiving Party agrees that the Receiving Party shall not in any way use, disclose/ reveal/share/advice in any tractor manufacturing or tractor component manufacturing or selling industry, either in the capacity of an Employee, Consultant or Advisor with the competitors of the Company which he is, or during the course of this agreement with the present Company, any information, data, drawings, software, hardware, he would become aware of, develop, manufacture, conceive or publish pertaining to or based on the data/ design given by Tafe-PSD based on such data or design provided by Tafe-PSD. The Receiving Party shall be free to render its services to any third party on any other service not related to / similar to the contract entered into by it with Tafe-PSD based on its confidential information.

In breach of the terms of this Clause, in addition to the punitive damages, the Company shall be forced to seek remedies both civil and criminal against the Receiving Party and the Company employing the Receiving Party or taking the Receiving Party in as a Consultant/ Advisor, since the Receiving Party is aware of the



nature of the agreement and its confidential nature. By his action whether apparent or ambiguous, the Receiving Party is either admitting or concealing the disclosure of this agreement to the Employing Company, and this Company shall be entitled to claim third party damages both jointly and severally, in accordance with law. This is in addition to any injunctive relief that the Company is entitled to.

The Receiving Party shall not transfer or attempt to transfer the data/design/information to any person, or entity that is not expressly consented to by the Company. Any such attempt or transfer shall make the Receiving Party be liable for termination with 7 days' notice of intimation of knowledge of such attempt or transfer, by the Company.

**7. INDEMNITY:**

If this Agreement has been breached by the Receiving Party or its professional advisors, officers, servants or employees, then the Receiving Party will fully indemnify, protect, defend and hold harmless the Disclosing Party and their affiliates from and against any and all actions, claims, demands, proceedings, liabilities or judgments and any and all losses, damages, costs, charges and expenses of whatever nature and in whichever jurisdiction which may be instituted, made or alleged against, or which are suffered or incurred by the Disclosing Party or its affiliates and which relate to or arise directly or indirectly from any such breach.

More specific to this agreement, since the Receiving Party is aware that the nature of this agreement would entail them handling sensitive and highly confidential information, data, drawings, software etc, the Receiving Party herein agrees to indemnify and keep indemnified the Company towards breach of contract, exclusive of damages that the Company shall seek against the Receiving Party for the actual loss incurred by the Company due to the breach at that point of time, and which the Company shall then quantify.

**8. NOTICES:**

All notices and demands of any kind or nature which any Party to this Agreement may be required or may desire to serve upon the other Party in connection with this Agreement shall be in writing and may be served personally or by prepaid registered post or by private courier service, in either case to the address set forth in this Agreement.

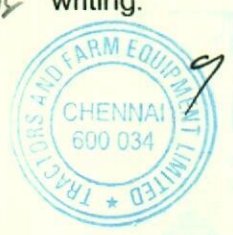
**9. PUBLIC ANNOUNCEMENTS:**

The Receiving Party shall not make any public announcement in relation to the Discussions save where the Disclosing Party reasonably determines that a public announcement is required by any applicable regulation and provided that such announcement shall be made only after reasonable consultation with the Disclosing Party and obtaining prior written consent of the Disclosing Party.

**10. PUBLIC DISCLOSURE:**

Neither Party will make any public disclosure regarding this NDA or discussions between the Parties relating to the activities and transactions contemplated herein during the tenure of the main agreement, unless both parties mutually agree upon such disclosure, in writing.

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**11. RELIEF:**

TAFE-PSD shall, in the event of any breach of this agreement be entitled to seek injunctive relief in addition to its right for damages.

**12. COUNTERPARTS:**

This Agreement may be executed in any number of counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

**13. WAIVER:**

No failure or delay by the Parties in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise of any such right, power or privilege.

**14. SEVERABLE:**

The provisions of this Agreement shall be severable in the event that any of the provisions are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

**15. GOVERNING LAW:**

*NS* This Agreement will be governed by and construed in accordance with the laws of India and each party submits to the exclusive jurisdiction of the Courts in Chennai and no other courts will have jurisdiction.

IN WITNESS WHEREOF, THE PARTIES HAVE THROUGH THEIR RESPECTIVE DULY AUTHORISED REPRESENTATIVES EXECUTED THIS AGREEMENT IN TWO ORIGINALS THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN ON DATED 06.06. 2019.

For and on behalf of  
**Tractors and Farm Equipment Limited**  
(Power Source Division)  
For Tractors and Farm Equipment Ltd.,

*[Signature]*  
C.P. SOUNDERARAJAN  
Company Secretary

Name: C.P. Sounderarajan  
Title: COMPANY SECRETARY.

In the presence of:

*[Signature]*

Name: P. Sampath Kumar

For and on behalf of  
**Vel Tech Rangarajan**  
Dr. Sagunthala R&D Institute  
of Science & Technology

*[Signature]*  
Col. Prof. Vel. Dr. R. Rangarajan  
Founder Chancellor & President

Name:  
Title: Founder President  
**Vel Tech**  
Rangarajan Dr. Sagunthala  
R&D Institute of Science and Technology  
Deemed to be University East, u/s 3 of UGC Act, 1956

In the presence of

Name: Prof. Dr. P. Sarasu