

TRAINING AGREEMENT

This Training Agreement (the “Agreement”) is executed in Bidadi, Ramanagara on 20th August 2020 (“Execution Date”) and made effective from 1st September 2020 (“Effective Date”).


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For TKM


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For Alva's

TOYOTA KIRLOSKAR MOTOR PRIVATE LIMITED, a corporation duly organized and existing under and by virtue of the laws of India, with its registered office located at Plot No. 1, Bidadi Industrial Area, Ramanagara District, Karnataka State, PIN 562 109, India (“**TKM**”).

AND

ALVA’s Institute of Engineering and Technology, Mudubidare a deemed university under Section 3 of the UGC Act, 1956, having its registered address at Alva's Education Foundation Moobidri, Mangalore, Karnataka -574225 hereinafter referred to as “**INSTITUTE**” which term shall mean and include its Affiliates, Officers, Agents, Permitted Successors and Assigns, of the Other Part

TKM and INSTITUTE are individually referred to as ‘Party’ and collectively as ‘Parties’ in this Agreement.

WHEREAS TKM is, inter-alia, engaged in manufacture, sale and marketing of automobile

WHEREAS INSTITUTE desires to avail certain services from TKM, including training, dispatching of instructor and relevant activities at TKM’s location or other mutually agreed place as described herein.

WHEREAS training services under this Agreement shall mean and include both on premise (at the facilities of TKM and/or such other company as separately designated by TKM) and online trainings.

WHEREAS TKM is willing to render such services to Alva’s, subject to and in accordance with provisions set forth hereunder.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

Article 1. Basic Agreement

The purpose of this Agreement is to stipulate terms and conditions for TKM to accommodate, online and/or on premise, qualified person/student of Institute (the “Trainee”) for the purpose of rendering such training as stipulated in Annexure A, entered from time to time between the Parties. (such training as conducted by TKM hereunder is hereinafter referred to as “Training”).

Dispatch of Instructor: For on premise Training, TKM shall make available suitably qualified, experienced and skilled personnel (“Instructor”) of TKM at TKM’s location or any mutually agreed place, for the purpose of rendering instruction or advice related to the operation of business to be mutually agreed upon by both Parties (“Instruction Work”).


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For TKM


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For Alva's

Article 2. Contents of the Training

- (a) For each Training, Institute shall complete and send to TKM, a written request (the “Request Form”), the form which is attached hereto as Annexure A, which shall include:
- (i) Applicants’ Information (Name of the Trainee, Designation, etc.);
 - (ii) Total number of participants
 - (iii) Course (content and scope) of the Training;
 - (iv) Proposed period of the Training from the date of commencement thereof to the date of completion thereof (the “Period of Training”), provided that the Period of Training may be changed, before or during the Training, by mutual consultation between the parties hereto; and
 - (v) Payment method and cancellation policy.

Institute may issue a single Request Form for multiple Trainees taking the same course of Training at the same time.

- (b) In the case that TKM considers that the Request Form from Institute is acceptable, TKM shall issue to Institute a written reply (the “Reply Form”), the form of which is attached hereto as Annexure B. If TKM for any reason is unable to accept the Trainee, or any item regarding the Training in the Request Form, TKM will separately inform Institute and the Parties hereto shall confer upon the relevant matter accordingly.
- (c) Unless otherwise provided for in TKM’s Reply Form, or expressly agreed in writing by TKM, the terms and conditions of this Agreement shall apply to each Training.

Article 3. Dispatch of Instructor (for on premise Training)

In case the Training requires TKM to dispatch its Instructor to Alva’s premise , the Parties hereby agree that the conditions for each Instruction Work shall be described in Annexure C attached hereto with details as follows;

- (a) Name of each Instructor with their position at TKM or with the name of the Designated Company for Dispatch of Instructor, as the case may be;
- (b) Period of Instruction Work by each instructor, which starts on the day of their departure from their residential place and which ends on the day of their final return to their residential place (“Period of Dispatch”), provided that the Period of Dispatch may be changed by mutual consultation between the Parties hereto;
- (c) Class of air ticket; and
- (d) Scope of the Instruction Work.

X 

For TKM

X 

For Alva's

Article 4. Fees, Costs and Expenses for Training


- (a) Alva's shall pay TKM a training fee for each Trainee's Training, calculated using the fee rates as stipulated in Appendix 1 to Annexure A attached hereto (the "Training Fee"). Any salaries, fringe benefits and/or any other allowances payable and/or to be provided to the Trainee shall be borne by Alva's, and shall not be borne by TKM.
- (b) Alva's shall pay TKM for all costs and expenses necessary for or in connection with the Training in addition to the Training Fee and the Preparation Cost, including but not limited to round-trip air fares between a country of Trainer's residence and the place where the Training is to be performed, other travel expenses, costs of legal compliances in India relating to visa / foreigners' registration etc. (collectively "Incidental Expenses").

Article 5. Payment of Training Fee and others


- (a) Upon the completion of the Training, TKM shall send Institute an invoice quoted in INR for the total amount of the Training Fee, Preparation Cost and Incidental Expenses payable by Institute hereunder in the form of "Invoice of TKM Training Fee" (the "Invoice"), provided, however, that in the event that the Trainee does not attend all or a part of the Training for any reason that TKM considers reasonable, TKM may, in its sole judgment, and upon the request from Institute made well before the issuance of the Invoice, elect to recalculate the Training Fee amount payable by Institute hereunder, based on the number of days of the Trainee's absence from the Training.
- (b) Unless otherwise agreed upon between the parties hereto, Institute shall, by the twenty-fifth (25th) day of the following month when the Invoice is issued, remit to TKM the amount stated in the Invoice to the account designated by TKM in the Invoice.
- (c) Terms and conditions for payment of the Expenses shall be separately agreed upon between the Parties hereto.
- (d) Any payment made towards the account of TKM shall be subject to applicable taxes, provided that Institute shall pay such taxes on behalf of and in the name of TKM and promptly furnish TKM with certificates from the relevant authorities.
- (e) Any handling fees or other expenses incurred in remitting such amount shall be borne by Institute.

Article 6. Term of Agreement

This Agreement shall be valid from the Effective Date aforementioned, up to and including the 31st March 2022, within which the training activity shall be completed by TKM.

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For TKM

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For Alva's

Article 7. Other Terms and Conditions

(a) Instruction

Institute shall cause the Trainee to observe and comply with the instruction to be given by TKM in or relating to the Training.

(b) Language

The Training shall be given in English.

(c) Compliance with Rules

Institute shall cause the Trainee to observe and comply with TKM's rules and regulations with respect to working hours, holidays, safety, confidentiality, etc. applicable to the employees of TKM and/or the residents of TKM's lodging facilities.

(d) Insurance

For on premise Training, Institute shall, at its responsibility and expense, obtain and maintain appropriate insurance for each Trainee for any loss, damage, death, illness or injury occurring in connection with the Training, including travel to and from India and during the Trainee's stay in India.

(e) Illness and Injury

During on premise Training at TKM's facility, TKM agrees that in case any Trainee suffers from illness or injury during the Period of Training, TKM shall make necessary arrangements for the Trainee to receive appropriate and necessary medical treatment, and shall promptly inform Institute thereof, provided that all costs and expenses for such arrangements and treatment shall be borne by Institute.

(f) Lodging Facilities

During on premise Training at TKM's facility, TKM agrees to provide reasonable assistance to Institute and/or the Trainee in relation to arranging the lodging facilities or a hotel accommodation for the Trainee during the Period of Training.

(g) Commuting Arrangement

For on premise Training wherein TKM has dispatched the instructor(s), Institute hereby agrees to give necessary and appropriate assistance to each Trainer with proper transportation for his commuting to work and life in the place where the Training is to be performed.

(i) Compliance of rules and regulations & Good behavior

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For TKM



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For Alva's



Institute shall have the Trainee(s) strictly observe and comply with TKM's rules and regulations apart from ensuring their good behavior with employees of the Company.

(j) Termination of Training

In the event that TKM considers at any time a Trainee inappropriate for the Training, TKM shall inform Institute thereof. TKM and Institute shall thereupon discuss the matter, and, if

necessary, Institute shall cause the identified Trainee to return to the Trainee's residential country after obtaining the prior approval of TKM. Institute shall bear the responsibility for such return and bear or pay air fares and any other expenses necessary for or in connection with such return.

Article 8. Hold Harmless

Institute shall indemnify and hold harmless TKM from and against any claim and/or liability for (i) property damage, illness, injury or death suffered or caused by the Trainee, and/or (ii) any other loss, damage, cost or expense, arising out of or from any act or omission to act by Institute and/or by the Trainee during such Trainee's stay in India.


Any and all Training and any Information (as defined below) is provided on an "as is" and "with all faults" basis and without any representations or warranties of any kind. Institute acknowledges and agrees that no claims may be made against TKM with respect to or in connection with any Training and/or any Information.

Article 9. Governing Law and Arbitration


This Agreement shall be construed and enforced in accordance with and governed by the laws of India. Any dispute, controversy or difference which may arise between the parties hereto, out of or in connection with this Agreement or for the breach hereof, shall be brought to an amicable settlement between the parties hereto. In the event of no satisfactory settlement being reached, it is agreed that the dispute, controversy or difference shall be finally settled by arbitration in Bangalore or Ramanagara, Karnataka, India in accordance with the Arbitration and Conciliation Act, 1996 and Rules, India and the award of the arbitration shall be final and bind both parties hereto. Only the competent courts in Ramanagara shall have exclusive jurisdiction to try the matters in connection with this Agreement.

Article 10. Termination of Agreement

Either Party may terminate this Agreement at any time by giving the other Party, 30 days' notice in writing of its intention to do so. In the event of such premature termination:

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For TKM

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For Alva's

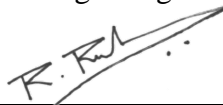
- (i) If the termination is due to reasons attributable to Institute, TKM shall be compensated with the entire amount agreed according to this Agreement for breach of terms of this Agreement; and
- (ii) If the termination is due to reasons attributable to TKM, TKM shall refund to Institute part of the payment received by it under this Agreement for such breach of terms of this Agreement.

Article 11. Nondisclosure of Information


- (a) Any information, whether in documentary mode or otherwise, furnished to any Trainee and/or Institute by or on behalf of TKM or its affiliates in or in connection with the Training (the "Information") shall be deemed and kept confidential as the valuable proprietary information of TKM and shall be used exclusively for the training purposes.
- (b) Institute shall not, and shall ensure that the Trainee do not, disclose or divulge any Information to any third party, or use any Information for an impermissible purpose during the term of this Agreement and thereafter, without TKM's prior written consent.
- (c) It is specifically agreed by the parties hereto that TKM retains the right to use and disclose to any third party the same information and know-how as the Information, without any obligation to Institute (or to any Trainee).
- (d) The rights and obligations under this Article 11 shall, together with Articles 8 and 10 through 12 and 13, survive and continue to remain in effect after the expiration and/or termination of any Training and/or this Agreement. Unless otherwise instructed by TKM in writing, Institute shall ensure that all existing Information held by Institute and/or the Trainee is returned to TKM promptly upon the expiration and/or termination of this Agreement.

Article 12. Force Majeure

- (a) Neither Party hereto shall be held responsible to the other party for non-performance, delay and/or deficiency in the performance of its obligations under this Agreement, if the causes therefore are attributable to strikes, wars, incidents, disasters (manmade or natural), epidemic, pandemic, riots, natural calamities, disruption of communication, prohibition by law and/or any other causes beyond its reasonable control.
- (b) Within one (01) week after the occurrence of the cause(s) given in the preceding paragraph (a), the Party whose performance has been affected, shall inform the other Party of the whole state of affairs and both Parties shall confer and settle matters regarding the performance of this Agreement.

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For TKM

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For Alva's

Article 13. Non waiver

Any failure by either Party hereto to exercise any right under this Agreement or to insist upon performance of any obligations of the other Party hereunder shall not be construed as a waiver of such right or a relinquishment of any right to insist upon future performance of any such obligations. Any waiver by either Party hereto of any breach of any term or provision of this Agreement shall not constitute a waiver of any subsequent breach of the same or other term or provision of this Agreement. Any waiver shall be valid only if it is recorded in writing and signed by the authorized officials of the Parties.

Article 14. Notice

- (a) In any case where any notice or other communication is required or permitted to be given under this Agreement (including without limitation any change in the information set forth in this paragraph), such notice or communication shall be in writing prepared in English and (i) delivered personally or by express courier, (ii) sent by registered airmail, (iii) transmitted by facsimile as follows:


If to TKM: Attention: Roshan R
Designation: Deputy General Manager
TOYOTA KIRLOSAKAR MOTOR PVT.LTD.
Plot No. 1, Bidadi Industrial Area, Bidadi,
Ramanagara District, PIN - 562 109,
Karnataka, India

If to Institute: Attention: Mr.Vivek Alva
Designation: Managing Trustee
Address: Alva's Education Foundation, Moodbidri, Mangalore,
Karnataka

- (b) Any such notice or other communication shall be deemed to have been given or received (i) upon receipt if delivered personally or by express courier, (ii) on the seventh (7th) business day following posting, in case of registered airmail, (iii) upon receipt being in any way acknowledged or referred to in writing by the recipient, in case of a facsimile notice.

Article 15. Amendments

This Agreement may be revised or amended only by a written instrument signed by the authorized representatives of the parties hereto.

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For TKM

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For Alva's

Article 16. Entire Agreement

This Agreement and the documents incorporated by reference herein, express the entire understanding of the parties hereto, and supersede all prior promises, representations, understandings, arrangements and agreements between the parties with respect to the subject matter contained herein.

Article 17. Construction

Words denoting one gender include all other genders and words denoting the singular include the plural and vice versa.

Article 18. Relationship

This Agreement is not intended nor shall be construed as creating a joint venture, partnership or other form of business association.

Article 19. Assignment

Institute shall not have the right to assign this Agreement to any third party without the prior written consent of TKM and any such assignment shall be void ab-initio.

Article 20. Severability

- (a) In the event that any provision of this Agreement becomes null or unenforceable or has been invalidated by applicable law, only such provision shall be deemed divisible and nullified, and the remaining provisions shall hold good and bind the parties hereto as if the nullified provision were not in this Agreement.
- (b) In the event of the preceding paragraph (a), the Parties hereto shall confer and agree upon an effective provision to replace the nullified provision.

X

For TKM

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For Alva's

Article 21. Unstipulated Matters

All matters not stipulated but pertinent to this Agreement shall be provided for, as occasion may demand, by mutual consultation between the parties hereto.

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


For
**TOYOTA KIRLOSKAR MOTOR
PRIVATE LIMITED**

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For TKM

Name: Roshan R
Designation: DGM
Date: 20-Aug-20

For
ALVAS INSTITUTE OF TECHNOLOGY

X 

For Alvas'

Name: Vivek Alva
Designation: Managing Trustee
Date: 21-Aug-20

Witness:

X 

For TKM

Name: M Sunil Naik
Designation: DM

X 

For Alvas'

Name: Dr. Peter Fernandes
Designation: Principal

Annexure A

Request Form

To confirm participation for the training program, please complete the entire form with authorized seal and signature and return it to TKM within 3 days of receipt.

APPLICANT INFORMATION:					
Sl. No.	Name	Designation	Phone No.	Email ID	
TRAINING INFORMATION:					
Title of the Course	Mutually agreed courses				
Date of Training	Mutually agreed dates				
Total Number of participants	Mutually agreed numbers				
Course Content & Scope	Customized course based on mutually agreed modules				
PAYMENT METHOD <ul style="list-style-type: none">• Payment is due within 30 days of the invoice date• A tax invoice with instructions for making payment will be sent upon receipt of request form• Please transfer electronically or send your cheque or DD payable to Toyota Kirloskar Motor Private Limited for the full amount to the address below.			CANCELLATION POLICY <ul style="list-style-type: none">• Changes in the Applicants' information should be notified by submitting revised Request Form.• Cancellations or deferrals must be submitted in writing more than 20 days before the Training.• Cancellations or deferrals received 5 days before the program are subjected to fee of one-half.		
CONTACT AT TKM					
Sl. No	Name	Title	Division	E-mail	Direct Line
1	M Sunil Naik	DM	TLDI	Sunil_naikm@toyota-kirloskar.co.in	+91 9740900192
2	B Jagadish	Manager	TLDI	jagadishb@toyota-kirloskar.co.in	+91 9900516376

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For TKM

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For Alva's

Annexure B

Reply Form

[TKM's Letterhead]

Date:

Attention:

Re: Acceptance of Trainee(s)

Dear Sir:

Reference is made to the Training Agreement dated _____ by and between you and us, including any subsequent amendment or renewal thereof ("Agreement")

According to the provisions of the Agreement, we will accept the Trainee(s) as specified in Appendix A attached hereto.

If the foregoing is acceptable to you, kindly so indicate by countersigning two copies hereof and returning one executed copy to us.

Sincerely yours,

Toyota Kirloskar Motor Private Limited

By:


Name:

Title:

Accepted and agreed to:

By: _____

Name:

X 

For TKM

X 

For Alvas'

Annexure C

Conditions for Instruction Work

Name of the Program:

- (i) Name of Instructor(s) and Position at TKM or Name of the Designated Company for Dispatch of Instructor:
- (ii) Period of Dispatch:
- (iii) Class of air ticket:
- (iv) Scope of the Instruction Work:

Appendix 1 to Annexure A

Training Fee

Type of Training	Period of Training	Training Fee	Scope of Training
Training at TKM or Mutually agreed Location	One Day / Mutually agreed Days	Rs. 850 + GST per day per Person	Customized training based on Alva's requirement
Virtual training Program	90 to 120 Minutes	Rs. 350 + GST per session per Person	

Other Fee [Optional]

Particulars	Fee	Remarks
Stay charges at company premises	Rs. 375 + GST per night per Person	Shared rooms at TTTI Dormitory
Transportation charges	As per company cost	Applicable if not staying in company premises

X

For TKM

X

For Alvas'