

SECOND RENEWAL AGREEMENT

This Second Renewal Agreement to the Training Agreement dated 20.08.2020 (the "Second Renewal Agreement" for short hereinafter) is executed at Bengaluru on this Eleventh Day of May, Two Thousand and Twenty Four (11.05.2024) and made retrospectively effective from the First day of April, Two Thousand and Twenty Four (01.04.2024).

BETWEEN:

M/S TOYOTA KIRLOSKAR MOTOR PRIVATE LIMITED,

a company incorporated under the Companies Act, 1956 and having its Registered Office and factory at Plot No.1, Bidadi Industrial Area, P.O. Bidadi, PIN: 562 109, Ramanagara District (hereinafter called as "**TKM**", which expression shall, unless it is repugnant to the context or meaning thereof, mean and include its successors and assigns) of ONE PART;

AND

ALVA'S INSTITUTE OF ENGINEERING AND TECHNOLOGY,

Mudubidare a deemed University under Section 3 of the UGC Act, 1956 having its registered office at Alva's Education Foundation Moodbidri, Mangalore, Karnataka-574225, hereinafter referred to as "**Institute**" (which expression shall include its successors and assigns and where the context so warrants, one or more of its subsidiary, associate or holding company and their successors and assigns) of the OTHER PART

'TKM' and 'Institute' are individually referred to as 'Party' and jointly as the 'Parties' in this Agreement.

Whereas,

The Parties had entered into a 'Training Agreement' for availing certain Training services from TKM, which includes training, dispatching of instructors and relevant activities, on the Twentieth day of August Two Thousand and Twenty (20.08.2020) and an Amendment dated eighth day of August, Two Thousand Twenty-one (08.08.2021) for Amending Appendix 1 to ANNEXURE – A of the Original Agreement (hereinafter referred to as "Original Agreement" and shall include amendments and renewals made from time to time).

The Original Agreement, came to an end on Thirty First day of March, Two Thousand Twenty-Two (31.03.2022).

The Parties had entered into First Renewal Agreement dated Fifteenth day of April, Two Thousand Twenty-two (15.04.2022) for renewing the term of the Original Agreement till Thirty First day of March, Two Thousand and Twenty-Four (31.03.2024).

Now The Parties have mutually decided to Renew the Term for the Original Agreement as per the terms of this Second Renewal Agreement.

NOW THIS SECOND RENEWAL AGREEMENT WITNESSETH THE FOLLOWING TERMS AND CONDITIONS:

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1. RENEWAL OF THE ORIGINAL AGREEMENT

- a) The Original Agreement is further renewed for a period of two years, retrospectively effective from the First day of April, Two Thousand and Twenty-Four (01/04/2024) ("Effective Date"), up to and including the Thirty First day of March, Two Thousand and Twenty-Six (31.03.2026). ("Term").
- b) This Agreement can be renewed for a further period after 31.03.2026 on such terms and conditions as may be agreed between both the parties in writing.

2. AMENDMENT TO ORIGINAL AGREEMENT

- a) The Parties hereby agree and replace the following as '**5. (b)**' in place of the existing language, into the original agreement with effect from the effective date of this Agreement;

"b. The Institute shall pay the invoice amount within 30 days from the date of Invoice to account designated by TKM in the Invoice. The institute shall make payments towards invoices raised by TKM after making the appropriate 'Tax Deduction at Source' (the "TDS") as applicable under the Indian tax laws and issue to TKM the proper TDS certificates within reasonable time."

- b) The Parties hereby agree to revise the 'Contact at TKM' to Annexure A (Request Form) as per the Annexure A -1 of this Agreement. All other portions of Annexure A of the original Agreement shall remain unaffected;
- c) The Parties hereby agree and replace the following as Article 9 Governing Law and Arbitration in place of the existing language, into the original agreement:

"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, 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 Bangalore shall have exclusive jurisdiction to try the matters in connection with this Agreement. It is hereby clarified that the Venue, place and seat of Arbitration in respect of any dispute shall be Bangalore alone."

- C) The Parties hereby agree incorporate the following Articles into the original agreement;

"Article 22. Data Protection:

- a. *Parties hereby acknowledge and agree that there may be exchange of personal data/information under this Agreement. The Institute shall, in connection with this Agreement, comply with all applicable data privacy and personal data protection laws and regulations.*

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- b. *In the event the Institute transfers any Personal Data (means any information that relates to a natural person, which either directly or indirectly, in combination with other information available or likely to be available with a body corporate, is capable of identifying such person) of any data subjects to TKM, it shall (even where not required by Data Protection Laws in the Territory of India):*
 - i. *notify each data subject, whether directly or indirectly, of the purpose of collection of their Personal Data which shall include collection for the purpose of transferring the Personal Data to TKM and the reasons for such transfer.*
 - ii. *obtain and keep a record of the data subject's consent to the collection and transfer referred to in (i);*
 - iii. *notify TKM in the event any data subject withdraws the consent referred to in (b);*
 - iv. *ensure that the Personal Data transferred to TKM is, to the best of the Institute's knowledge, accurate and complete;*
 - v. *take reasonable security measures in the storage and/or transmission of the Personal Data; and*
- c. *Follow any other directions or guidelines which may be provided by TKM to the Institute in relation to the transfer of Personal Data.*
- d. *The Institute warrants and represents that it has the necessary consent and has complied with provisions/actionable required under the applicable data protection laws, to disclose the Personal Data/information required by TKM, in connection with this Agreement.*
- e. *The Parties shall take appropriate technical and organisational steps to protect against unauthorised or unlawful processing of or accidental loss or destruction of, or damage to, Personal Data/information provided by the other Party.*
- f. *Each Party shall process the Personal Data/information solely for the purpose(s) for which it was collected. TKM may process and transfer outside India, Institute's Personal Data/information as reasonably required (i) for TKM's reasonable business or internal purposes; and (ii) to meet TKM's legal and regulatory obligations. TKM may share Institute's personal data/information with its employees, directors, officers, assigns, affiliates, business partners, subcontractors or other parties who facilitate or support TKM's business. TKM will only make such a disclosure where it is required in connection with such purposes and in compliance with applicable data protection laws.*
- g. *Unless otherwise agreed elsewhere in this Agreement, the Institute shall not, without TKM's prior written permission, share or transfer TKM's personal data/information to any other party, in or outside India, for any purpose whatsoever.*
- h. *The Institute shall notify TKM immediately: (i) upon receiving a request for personal data/information or other request from a data subject, or upon receiving any claim, complaint or allegation relating to the processing of the Personal Data/information; (ii) upon becoming aware of any breach of security leading to the destruction, loss or unlawful disclosure of the Personal Data/information in Institute's possession or control.*

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- i. *The Institute shall indemnify and keep indemnified and defend at its own expense TKM, against all costs, fines, penalties, claims, damages or expenses incurred by TKM or for which TKM may become liable due to any failure by the Institute or its directors, officers, employees, agents or contractors to comply with any of its obligations under this Agreement.*
- j. *TKM shall not be responsible for the acts or omissions of the Institute, in respect of its processing, including but not limited to storage, transfer and management of the personal data/information under this Agreement.*

Article 23 Anti-Bribery:

- a. *The Institute shall, in connection with this Agreement, comply with all applicable anti-bribery/corruption laws and regulations in and outside the Territory of India including, without limitation, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and any anti-bribery/corruption laws and regulations of the Territory (collectively, the "Anti-Bribery/Corruption Laws").*
- b. *The Institute shall not, in connection with this Agreement, whether directly or indirectly, and irrespective of whether in or outside the Territory of India, for the purpose of obtaining or retaining business or an advantage in the course or conduct of business for itself or TKM, offer, promise or give any money or other financial advantage or anything of value: (i) to a public official, an employee of a public organization, or any other similar person thereto, intending to influence the performance of a relevant function or activity, or (ii) to any other third party, to induce any improper performance of a relevant function or activity. Further, the Institute shall not authorize any of the acts referred to in this paragraph.*
- c. *The Institute shall not, in connection with this Agreement, whether directly or indirectly, and irrespective of whether in or outside the Territory of India, request, receive, or agree to receive or accept, any money or other financial advantage or anything of value from any third party in connection with any improper performance of a relevant function or activity.*
- d. *The Institute shall endeavor to raise awareness and diligence with respect to the obligations provided in the preceding paragraphs (a) to (c), internally and among those third parties the Institute reasonably deems appropriate, in order to reduce the risk of the TKM being subject to allegations or suspicion of violations of any applicable Anti-Bribery/Corruption Laws in connection with this Agreement.*

Article 24 Competition Laws

- a. *The Institute shall, in connection with this Agreement, comply with all applicable competition laws and regulations in and outside the Territory of India.*

Article 25 Conflict of Interest

- a. *In line with TKM's 'Conflict of Interest Policy', Institute hereby voluntarily undertakes to not involve, engage, depute or allow its employees or representatives who were ex-employees of TKM, if any, to be part of any discussions, negotiations, escalations, requisitions, etc. with TKM or do anything which would violate the said policy.*

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Article 26 Compliance with Laws

- a. *Each Party shall comply with all laws and regulations as applicable to it under this Agreement. Neither Party shall be liable to the other Party, in any manner whatsoever, for any non-compliance on its part, of the applicable laws and/or regulations, and in the event of any adverse claim of whatsoever nature arising thereof, the entire burden shall be strictly borne by such non-complying Party.*

Article 27 Digital execution

- a. *If this Agreement is executed by electronic signatures. Delivery of an executed counterpart of this Agreement by a pdf data file or other scanned executed counterpart by email shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Each duplicate and counterpart shall be equally admissible in evidence, and each shall fully bind each Party who has executed it. The Parties waive all right to challenge the admissibility or authenticity of this Agreement in a court of law based solely on the absence of an original signature."*

3. BINDING OF THE ORIGINAL AGREEMENT

- a. Except for the substitutions or amendments made vide this Second Renewal Agreement all other terms and conditions covenanted in the Original Agreement (as amended from time to time) shall continue to be binding on both the parties

IN THE PRESENCE OF THE FOLLOWING WITNESSES, TKM and Institute have signed this Agreement on the first day mentioned above.

For Toyota Kirloskar Motor Pvt. Ltd.

For Alvas Institute of Technology



Name: B Jagadish
Designation: General Manager



Name: Vivek Alva
Designation: Managing Trustee

Witness 1

Witness 2



Bhaskar Pai
Manager, TTTI



Dr. Peter Fernandes
Principal, AIE

Annexure A -1

Revised Details of Contact at TKM to Annexure A (Request Form)

CONTACT AT TKM					
Sl. No	Name	Title	Division	E-mail	Direct Line
1	Bhaskar Singh B	Sr. Officer	TLDI	<u>bhaskar_singhB@toyota-kirloskar.co.in</u>	080-66292541
2	Venkatesh K	Group Leader	TLDI	venki@toyota-kirloskar.co.in	080-6629252533

J.S. Jagadish.

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