

Non Judicial

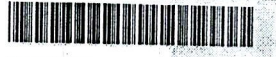


**Indian-Non Judicial Stamp  
Haryana Government**



Date : 03/09/2024

Certificate No. G0C2024I3789



GRN No. 120940846



Stamp Duty Paid : ₹ 101  
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

**Seller / First Party Detail**

Name: Hella India Automotive pvt Ltd

H.No/Floor : Na

Sector/Ward : Na

LandMark : Na

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone: 99\*\*\*\*\*06



**Buyer / Second Party Detail**

Name : Sgt University

H.No/Floor : Na

Sector/Ward : Na

LandMark : Na

City/Village : Farrukhnagar

District : Gurugram

State : Haryana

Phone : 99\*\*\*\*\*06

Purpose : MOU



The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

**MEMORANDUM OF UNDERSTANDING**

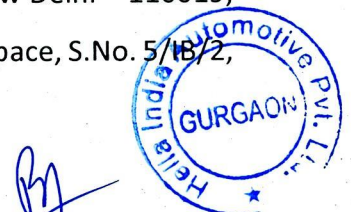
This Memorandum of Understanding (MOU) entered into on this 5<sup>th</sup> September 2024 between

**Shree Guru Gobind Singh Tricentenary University (SGT University)** located at Budhera, Gurugram-Badli Road, Gurugram, Haryana – 122505 hereinafter referred to as “**SGT University**”, which expression shall unless repugnant to the context include its successors and permitted assignees of the **FIRST PART**,

and

**Hella India Automotive Private Limited**, a company incorporated under the provisions of Companies Act, 1956, having its registered office at K-61B, LGF, Kalkaji, New Delhi – 110019, Delhi, India, and its Design Center at Unit No. 401, A/2 Fourth Floor, Nano Space, S.No. 5/18/2,

  
**Registrar**  
**SGT University**  
**Budhera, Gurugram**



Baner, Pune-411045, Maharashtra, India, having Corporate Identity Number (CIN) - U74899DL1980PTC011074, hereinafter referred to as “HELLA”, which expression shall unless repugnant to the context include its successors and permitted assignees of the **SECOND PART**, WHEREAS SGT University and HELLA may also be referred to individually as “party” and collectively as “parties”, in this MOU.

**AND WHEREAS** SGT University is one of the premier higher educational institutions in India with a high reputation for teaching and research excellence that offers programmes in engineering, science, technology, law, business, humanities, and management.

**WHEREAS** HELLA is inter-alia engaged in the business of manufacture & sale of automotive products and system solutions in the areas of body electronics, energy management, steering systems, sensors and actuators to the passenger and commercial vehicle segments.

**AND WHEREAS** based on request from SGT University and after detailed discussions with the concerned officials of HELLA & SGT University, HELLA has decided, to work together in the area of promoting education and employment enhancing vocational skills.

**NOW THEREFORE** in consideration of the mutual covenants set out in this MOU, the parties hereby agree to the terms and conditions detailed hereunder:

**1. Scope of the MOU:**

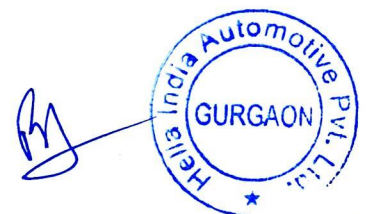
Pursuant to this MOU, HELLA intends to provide initial funding to establish Testing Lab at SGT University, as part of its CSR initiatives, as an ongoing project, for financial year 2024-25 & pursuant to Schedule VII of the Companies Act, 2013. The detailed requirement shall be determined based on mutually agreed terms and covenants within 4 weeks of signing of this MOU.

The CSR Funds proposed to be provided by HELLA to SGT University shall be utilized by SGT University to support for any of the following purposes/activities, more particularly agreed with HELLA, with regard to meeting Capital Expenditure for test lab equipments and lab infrastructure.

**2. Obligations of the Parties:**

- i. SGT University shall ensure that any CSR Fund proposed to be received by them shall be utilized by them only for the purpose as stated in this MOU and other related activities as agreed in between the parties to this MOU.

  
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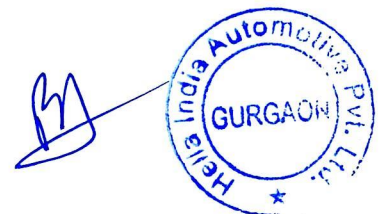


- ii. SGT University while ensuring the implementation of the purpose shall be solely responsible for obtaining all statutory permissions/licenses/approvals required, if any, for the said purpose. HELLA shall not be responsible or liable except to the limited extent of contribution for the purpose.
- iii. SGT University shall provide half yearly reports to HELLA on CSR Funds utilization and such other documents, supporting papers as requested by HELLA from time to time.
- iv. SGT University shall ensure that current transaction for which MOU is being signed shall qualify as CSR activities under Companies Act, 2013 (Schedule VII)
- v. SGT University shall submit the Fund utilization reports along with all supporting documents (i.e. payment receipts and other expenses at actuals if any) as and when demanded by HELLA.
- vi. SGT University shall, in case there is any unutilized balance from the contribution provided after fulfillment of the said purpose, or in case of failure to use the contribution or any part thereof by the time provided for, return such funds to HELLA..

### 3. Term and the Termination of the MOU

- (a) This MoU shall be valid for a period of three (3) years from the date of signature hereof or until terminated by either parties with a 30 days 'written notice in writing to other party but without dishonoring any commitment entered into prior to the date of termination notice.
- (b) Despite termination, the parties shall abide by the usual professional ethics and normal code of conduct to maintain the confidentiality of the information and intellectual property rights.
- (c) In the event of expiry or termination of this MoU (irrespective of the reason for such termination), the following shall apply:
  - I. SGT University will refund HELLA all the unutilized funds that were paid by HELLA as part of this MOU
  - II. No further disbursements shall be made by HELLA except at its sole discretion.
  - III. SGT University shall submit to HELLA all the supporting documents and proof of Utilization/Contribution/Grant amount actually spent by SGT University till the effective date of termination or expiry, as the case may be.

  
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- IV. SGT University shall not, upon expiry or termination of this MoU, provide to any beneficiary or any third party or the public at large, the impression that funding from HELLA is continuing or allow such impression to be created.

**4. Confidentiality:**

- (d) The term "Confidential information" shall mean any information disclosed by one party ("Discloser") to the other ("Receiver"), pursuant to this MoU, which is in written, graphic, machine readable or other tangible form and is marked as "Confidential" or 'Proprietary' or in some other clear manner (in writing) to indicate its confidential nature. Confidential information may also include oral information disclosed by one (1) party to the other, pursuant to this MoU, provided that such information is designated as 'Confidential' at the time of disclosure and reduced to a written summary by the disclosing party, within thirty (30) days after its oral disclosure, which is marked in a manner to indicate its confidential nature and delivered to the receiving party.
- (e) For the term of this MoU, each party, shall treat as confidential all confidential information of the other party, shall not use such confidential information except as expressly set forth herein or otherwise authorized in writing, shall implement reasonable procedures / measures to prohibit the disclosure, unauthorized duplication, misuse or removal of the other party's confidential information and shall not disclose such confidential information to any third party except as may be necessary and required in connection with the rights and obligations of such party under this MOU. Without limiting the foregoing, each of the parties shall use at least the same procedures / measures and degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of confidential information disclosed to it by other party under this MoU.
- (f) **Confidential information shall not include the information which.**
- i. was generally known and available at the time it was disclosed; or becomes generally known and available through no fault of the receiver, was known to the recipient of such information, at the time of disclosure as demonstrated.
  - ii. is disclosed with the prior written approval of the disclosure.
  - iii. was independently developed by the receiver without any use of the confidential information, and by employees and other agents of the receiver who have not been exposed to the confidential information, provided that the receiver can demonstrate such independent development.

  
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- iv. becomes known to the receiver, without restriction, from a source other than the discloser.
- v. In addition, each party shall be entitled to disclose the other party's confidential information to the extent such disclosure is requested by the order or requirement of a Court, administrative agency, or other governmental / regulatory body, provided that the party required to make the disclosure shall (to the extent permitted by law) provide prompt and advance notice thereof, in order that the other party may seek to obtain a protective order or otherwise prevent such disclosure.
- vi. The parties shall, upon expiration of this MOU, promptly deliver to each other, all confidential information in its or in its employees' possession or control.
- vii. The provisions of this Clause shall survive the expiration or termination of this MOU for a period of three (3) year subsequent years. However confidential information in the nature of intellectual property rights, trade secrets and/or such confidential information which needs to be protected/kept confidential owing to applicable law(s) shall be kept confidential in perpetuity by the receiving party.

**5. Intellectual Property Rights:**

HELLA does not grant to SGT University any right, title or interest in any of its Intellectual Property Rights except as expressly authorized in writing by HELLA and SGT University shall not have any right, title or interest in the HELLA Intellectual Property Rights. SGT University shall comply with any and all instructions issued by HELLA in relation to the display of any logo, trademark, copyright or any other Intellectual Property Rights of HELLA. Upon expiry or earlier termination of this Agreement, SGT University shall immediately cease and desist for all times from any use of or reference to HELLA's Intellectual Property and shall return to HELLA copies or materials containing such Intellectual Property, if any.

**6. Limitation of Liability:**

HELLA and SGT University shall not be liable to the other for any loss of profit, Loss of business or for special, indirect, incidental, or consequential damages or losses of any kind or nature whatsoever.

**7. Relationship:**

Nothing contained in this MOU shall be deemed or construed as creating a joint venture or partnership between the Parties. Except as expressly set forth in this Agreement, no Party is by virtue of this Agreement authorized as an agent, a partner, employee or legal

  
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representative of the other Party, and the relationship of the parties is, and at all times will continue to be, that of independent parties.

**8. Indemnity:**

SGT University hereby agrees to save, indemnify, defend and hold harmless HELLA, its affiliates officers, representatives, employees of HELLA and its respective successors and permitted assigns (collectively, "Indemnified Persons") from and against any and all direct costs, charges, claims, expenses, damages, suits, proceedings, orders, penalties, fines, losses or any other direct liability of whatsoever nature, incurred by HELLA, arising out of, resulting from, or relating to any breach or inaccuracy of any representation or warranty or failure to perform (in whole or in part) any covenant, agreement or obligation required to be performed by the SGT University pursuant to this MOU.

**9. Force Majeure:**

Force majeure means an event or incident or circumstance beyond the reasonable control of, and not the fault or negligence of, the affected Party (including but not limited to acts of God, war, natural or nuclear disaster, epidemic, pandemic, terrorist activity, explosion, fire, flood, adverse weather conditions, any act or order of central or local government, or of any law enforcement or quasi-legal or judicial authority, or acts or omissions of any telecommunications supplier). It is hereby clarified that strikes or lock-outs or other agitations by the SGT University and / or its employees, staff, etc. shall not be considered causes for force majeure under this Agreement. Neither party shall be deemed to be in breach of this Agreement or liable for any delays in performing or failure to perform any of its obligations under this Agreement if the delay or failure was due to a Force Majeure event.



If either Party is affected by a Force Majeure event, it shall immediately notify the other Party in writing of the matter constituting the Force Majeure event and shall keep that Party fully informed of its continuance and of any relevant change of circumstances whilst such Force Majeure event continues.

If the Force Majeure Event continues for longer than sixty (60) days, the Party not affected by that event may at any time whilst such Force Majeure event continues by notice in writing to the other Party forthwith terminate this Agreement.

**10. Governing Law and Jurisdiction:**

The validity, construction and performance of this MOU shall be governed and interpreted in accordance with the laws of India and the courts at Gurugram, Haryana shall have the exclusive jurisdiction over all the disputes relating to or arising out of this MoU without any application of any principles of conflict or choice of law that might direct the application of the law of any other jurisdiction.

  
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#### 11. Dispute Resolution:

In the event of any dispute of any kind arising out of or relating to this agreement or in connection with the validity, invalidity, interpretation, execution, meaning, operation, effect, or breach of this MOU a Party, prior to that initiation of any proceedings permitted under this MOU shall give written notice to the other Party to resolve or settle such dispute through mutual discussions and negotiations. If no settlement can be reached through mutual discussions and negotiations within 30 days, then such disputes arising out of or in connection with this Agreement shall be settled exclusively and finally by arbitration by the sole Arbitrator who shall be appointed by mutual consent of both the parties. The jurisdiction for this purpose shall be Gurugram, Haryana only. The language of the arbitration proceedings shall be in English language. The arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

#### 12. Anti-Corruption:

Each Party agrees, with respect to any activities undertaken relating to this MOU, to comply with the provisions of all applicable Laws related to corruption in India viz. the Indian Penal Code, 1860, The Prevention of Corruption Act, 1988, The Benami Transactions (Prohibition) Act, 1988 and The Prevention of Money Laundering Act, 2002 and other relevant laws applicable globally in this regard (the "Legislation"). Each Party agrees to ensure that it and all of its Representatives who are engaged in implementing this MOU are knowledgeable regarding the purpose, provisions and principles of Legislation. Each Party further agrees to take appropriate steps to ensure that it and such Representatives, in the implementation of this MOU, will comply with the Legislation and will not take any action which would cause such Party to be in violation of the Legislation.

#### 13. Non-Exclusivity

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries, and divisions, are free to pursue other agreements or collaborations of any kind.

#### 14. Notices:

All the communications in respect of anything touching upon this MOU shall be addressed by the respective parties in writing to the persons nominated by them as under:

**For SGT University**

Contact details: Registrar, SGT University, Gurgaon

Address: Registrar Office, A- Block, SGT University, Gurgaon, Haryana, India- 122505

Tel: 0124 2278183

Email ID: registrar@sgtuniversity.org

**For Hella**

  
**Registrar**  
SGT University  
Budhera, Gurugram



Contact details: HELLA India Automotive Private Limited  
Address: 6th Floor, Plot No -184, Platinum Tower, Udyog Vihar, Phase -1, Gurugram,  
Haryana - 122016  
Tel: +91-124-4425-778  
Email ID: brajesh.kumar@forvia.com

Any communications, notice required or permitted under the terms of this Agreement or required by law must be in writing and must be either (a) delivered in person, (b) sent by first class registered mail or two-day courier or (c) via email to the undersigned and each Party's primary contact or project lead. Either Party may change its address by notice to the other Party. Notices will be effective when received by the other Party.

**15. Modification/ Amendment:**

Any change, alteration, amendment, or modification to this MOU shall be in writing and signed by authorized representatives of the Parties.

**16. Entire Agreement:**

This MOU constitutes the entire agreement between the Parties with respect to the subject matter of this MOU. Any and all previous agreements, arrangements and understandings between the Parties regarding the subject matter of this MOU, whether written or oral, are superseded by this MOU and shall be deemed terminated and cancelled. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Parties as to the subject matter set forth herein other than those expressly set forth in this MOU.

Signed for and on behalf of  
**SGT University**



**Dr. Joginder Yadav**

**Registrar**

**Registrar**  
**SGT University**  
**Budhera, Gurugram**

Signed for and on behalf of  
**HELLA India Automotive Private Limited**



**Dr. Naveen Gautam**

**Managing Director**





**Important Terms & Conditions, with regard to Lab Equipments & this MOU:**

1. SGT University shall directly procure the above-stated lab equipments on their own, by raising Purchase Orders by SGT, to the Suppliers of Lab Equipment, as shall be approved by HELLA considering technical criteria, from time to time.
2. Adequate space shall be provided by SGT, for the said lab equipments at the University campus located at Budhera, Gurugram-Badli Road, Gurugram, Haryana – 122505.
3. SGT shall ensure proper safety and security of the lab setup and lab equipments.
4. The relevant course for the engineering students should be incorporated in the curriculum.
5. No additional fees should be charged from students or no commercial activities should be performed to earn income, in respect of the said lab equipment.
6. HELLA may offer knowledge transfer in order to run the laboratory/training to students. Certain officers/employees of HELLA shall be part of such training initiatives, from time to time, however they shall not charge any professional fees/amount for the same.

  
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