

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (hereinafter referred to as the "MOU") is executed on 25th November, 2020

By and between

Janki Devi Memorial College, under the University of Delhi, at: Sir Ganga Ram Hospital Marg, Old Rajinder Nagar, Rajinder Nagar, New Delhi 110060 and is duly represented by **Dr. Swati Pal** being the principal of Janki Devi Memorial College (hereinafter referred to as "**JDMC**" or "**College**", which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its legal heirs, executors, administrators, legal representatives, successors and permitted assigns) as the Party of the First Part.

And

Hero Motocorp Ltd., a company incorporated under the provisions of the (Indian) Companies Act, 1956, having its registered office at The Grand Plaza, Plot No.2, Nelson Mandela Road, Vasant Kunj - Phase -II, New Delhi - 110070 (hereinafter referred to as the "**HMCL**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its affiliates, successors and permitted assigns) of the Other Part.

Both JDMC/College and HMCL are individually referred to as the Party and jointly as the Parties.

WHEREAS:

- A. HMCL is engaged in the business of manufacturing and marketing of two wheeler automobiles and parts thereof in India and across the globe. HMCL from time to time also provides training for driving of two wheeler automobiles to various institutions and individuals through its trainers and traffic parks maintained/operated by HMCL.
- B. JDMC or College has approached HMCL for providing training for driving of two wheeler automobiles and to provide workshops on road safety for its students.
- C. Based on the representations of JDMC, HMCL has agreed to provide training and to hold workshops on road safety for the students and staff of JDMC.

NOW, THEREFORE, THIS MOU WITNESSETH AND PARTIES COVENANTS:

1. In view of the rising road accidents, JDMC has sought sensitization and capacity building for riding of two wheelers through proper training and workshops for its students. JDMC warrants and represents that it has the competence to execute this MOU with HMCL.
2. HMCL is the largest manufacturer of two wheelers and also promotes road safety through various modes including providing training to general public at traffic parks that are maintained/operated by HMCL at various places across India.
3. In view of the representation of JDMC, HMCL has agreed to provide training to the students of JDMC and also hold sensitization workshops so that the students are made aware of the road safety features.
4. JDMC covenants that it shall:



- a. Promote the event among the students of JDMC
 - b. Ensure availability of students in suitable groups for the training and sensitization workshops.
 - c. Maintaining proper attendance records for the students who are attending the event.
5. HMCL covenants that it shall:
- a. Hold workshops in road safety on a monthly basis
 - b. Providing an online platform to provide sensitization on road safety.
 - c. Provide certificates to students who have successfully completed the program.
6. HMCL or its personnel shall not be liable in any manner for any injury and/or fatality to the students of JDMC arising out of the training and sensitization program. JDMC agrees and covenants that it will also apprise the students taking part in this training and sensitization program about the same. HMCL shall be free to obtain necessary documentation/undertaking from the students prior to the training.
7. The term of the MOU between the Parties shall be for 1 year commencing from 25 November 2020 to 24 November 2021. Either Party can terminate this MOU before the term is over via notice of 1 (one) month to the other party.
8. The Parties agree to jointly decide on the promotional material and co-branding issues in writing. Notwithstanding anything contained in the MOU, all Intellectual Property Rights belonging to a Party prior to the execution of this Agreement shall remain vested in that Party. No Party shall use the intellectual property rights of the other Party, including trademarks, logos, trade names and/or identifying slogans, technical information, designs, without prior permission in writing.
9. Both Parties shall comply to all laws, rules, regulations as applicable for carrying out its respective obligations under this MOU. Neither Party shall be liable or responsible for any failure or non-compliance of laws/rules/regulations of the other Party.
10. The entire program shall be coordinated by Mr. Sunil Malhotra from HMCL and Mr/Mrs/Ms. (Dr.) Ruby Bhardwaj from JDMC.
11. Both Parties agree that in case of any disputes arising out of this MOU, the Courts at New Delhi shall have exclusive jurisdiction.
12. This Agreement may be executed in two counterparts, each of which shall be deemed to be true and identical, and all of which, when taken together, shall constitute one and the same instrument. Each Party shall retain one counterpart after registration of the same.



BOTH THE JDMC AND HMCL HAVE EACH CAUSED THIS MOU TO BE DULY EXECUTED BY ITS AUTHORIZED REPRESENTATIVES.

The First Party

The Second Party

Swati Pal

प्राचार्या/Principal
जानकी देवी मेमोरियल महाविद्यालय
Janki Devi Memorial College
सर गंगा राम हॉस्पिटल मार्ग नई दिल्ली-110060
Sir Ganga Ram Hospital Marg, New Delhi-110060
Dr. Swati Pal
Principal
Janki Devi Memorial College
University of Delhi,
Sir Ganga Ram Hospital Marg
New Delhi- 110060




Date: 25 November, 2020
Place Delhi

Mr. NV Gopalakrishna

Mr. NV Gopalakrishna
Deputy General Manager
Hero MotoCorp Ltd.
The Grand Plaza
Plot No.2 Nelson Mandela Marg
Vasant Kunj, Phase-2
New Delhi- 110070

Date: 25th November, 2020
Place Delhi

Witnesses:

1. Name: *Sund Malhotra, AGM, HMCC* 
2. Name: *ARUN KUMAR, SAFETY INSTRUCTOR,* 