

I/722653/2024



**ಕರ್ನಾಟಕ ಸರ್ಕಾರ**  
**ತಾಂತ್ರಿಕ ಶಿಕ್ಷಣ ಇಲಾಖೆ**

ಸಂಖ್ಯೆ: ಡಿಟಿಇ/3/ಸಿಡಿಎ(1)/2024(1309601)

ಆಯುಕ್ತರ ಕಛೇರಿ,  
ತಾಂತ್ರಿಕ ಶಿಕ್ಷಣ ಭವನ,  
ಅರಮನೆ ರಸ್ತೆ,  
ಬೆಂಗಳೂರು-560001,  
ದಿನಾಂಕ:10-12-2024.

**ಜ್ಞಾಪನ**

ವಿಷಯ: "ಟೋಯೊಟಾ ಸೆಂಟರ್ ಆಫ್ ಎಕ್ಸಲೆನ್ಸ್" ಉಪಕರಣಗಳ ಸರಬರಾಜು ಮತ್ತು ಸ್ಥಾಪನೆ ಬಗ್ಗೆ.

ಉಲ್ಲೇಖ: ತಾಂತ್ರಿಕ ಶಿಕ್ಷಣ ಇಲಾಖೆ ಮತ್ತು ಟೋಯೊಟಾ ಕಿರ್ಲೋಸ್ಕರ್ ಲಿ., ಸಂಸ್ಥೆ ನಡುವೆ ಏರ್ಪಟ್ಟ ಒಡಂಬಡಿಕೆ.

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ಮೇಲ್ಕಂಡ ವಿಷಯಕ್ಕೆ ಸಂಬಂಧಿಸಿದಂತೆ, ಉಲ್ಲೇಖಿತ ಒಡಂಬಡಿಕೆಯನ್ವಯ ಟೋಯೊಟಾ ಕಿರ್ಲೋಸ್ಕರ್ ಲಿ. ಸಂಸ್ಥೆಯು ಉಚಿತವಾಗಿ "ಟೋಯೊಟಾ ಸೆಂಟರ್ ಆಫ್ ಎಕ್ಸಲೆನ್ಸ್" ಕೇಂದ್ರವನ್ನು 06 ಸರ್ಕಾರಿ ಇಂಜಿನಿಯರಿಂಗ್ ಕಾಲೇಜುಗಳಲ್ಲಿ ಸ್ಥಾಪಿಸಲಿದ್ದು, ಟೋಯೊಟಾ ಸೆಂಟರ್ ಆಫ್ ಎಕ್ಸಲೆನ್ಸ್ ಅನ್ನು ಸಂಸ್ಥೆಯಲ್ಲಿ ಸ್ಥಾಪಿಸಲು ಉಪಕರಣಗಳನ್ನು ಸಂಸ್ಥೆಗೆ ಸರಬರಾಜು ಮಾಡಲಿದ್ದು, ಸದರಿ ಉಪಕರಣಗಳನ್ನು ಸಂಸ್ಥೆಯಲ್ಲಿ ಸ್ವೀಕರಿಸಿ, ಸ್ಥಿರಪ್ರತಿ ಪತ್ರವನ್ನು ಟೋಯೊಟಾ ಕಿರ್ಲೋಸ್ಕರ್ ಲಿ. ಸಂಸ್ಥೆಗೆ ನೀಡಲು ಮತ್ತು ಸದರಿ ಪತ್ರದ ಪ್ರತಿಯನ್ನು ಇಲಾಖೆಗೆ ಮಾಹಿತಿಗಾಗಿ ಸಲ್ಲಿಸಲು ಸೂಚಿಸಿದೆ.

ಈ ಕೆಳಕಂಡ ಸರ್ಕಾರಿ ಇಂಜಿನಿಯರಿಂಗ್ ಕಾಲೇಜುಗಳಲ್ಲಿ ಟೋಯೊಟಾ ಸೆಂಟರ್ ಆಫ್ ಎಕ್ಸಲೆನ್ಸ್ ಅನ್ನು ಸ್ಥಾಪಿಸಿದ ನಂತರ, ಸ್ಥಾಪಿಸಿರುವ ಮಾಹಿತಿಯನ್ನು ಇಲಾಖೆಗೆ ನೀಡಲು ಸೂಚಿಸಿದೆ.

1. ಸರ್ಕಾರಿ ಇಂಜಿನಿಯರಿಂಗ್ ಕಾಲೇಜು, ರಾಮನಗರ
2. ಸರ್ಕಾರಿ ಇಂಜಿನಿಯರಿಂಗ್ ಕಾಲೇಜು, ಹಾಸನ
3. ಸರ್ಕಾರಿ ಇಂಜಿನಿಯರಿಂಗ್ ಕಾಲೇಜು, ಕೆ.ಆರ್. ಪೇಟೆ, ಮಂಜ್ಯ
4. ಸರ್ಕಾರಿ ಇಂಜಿನಿಯರಿಂಗ್ ಕಾಲೇಜು, ಕುಶಾಲನಗರ
5. ಸರ್ಕಾರಿ ಇಂಜಿನಿಯರಿಂಗ್ ಕಾಲೇಜು, ಚಾಮರಾಜನಗರ
6. ಸರ್ಕಾರಿ ಇಂಜಿನಿಯರಿಂಗ್ ಕಾಲೇಜು, ಹಾವೇರಿ.

  
ಜಂಟಿ ನಿರ್ದೇಶಕರು(ಸಿಡಿಎ)

ಲಗತ್ತು: ಟೋಯೊಟಾ ಸೆಂಟರ್ ಆಫ್ ಎಕ್ಸಲೆನ್ಸ್ ಒಡಂಬಡಿಕೆಯ ಪ್ರತಿ.

ಇವರಿಗೆ:

ಮೇಲ್ಕಂಡ ಸರ್ಕಾರಿ ಇಂಜಿನಿಯರಿಂಗ್ ಕಾಲೇಜುಗಳ ಪ್ರಾಂಶುಪಾಲರುಗಳಿಗೆ-ಸೂಕ್ತ ಕ್ರಮಕ್ಕಾಗಿ.

ಪ್ರತಿ:

Kum./Smt. Swathi Rajagopal, Project Manager, External Affairs & Public Relations, Toyota Kirloskar Motor Pvt. Ltd. | Plot No. 1, Bidadi Industrial Area, Ramnagara Dist. – 562109- For information & Needful.



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA26589337256266W  
Certificate Issued Date : 09-Feb-2024 03:09 PM  
Account Reference : NONACC (FI)/ kaksfcl08/ VIJAYANAGAR2/ KA-RJ  
Unique Doc. Reference : SUBIN-KAKAKSFCL0816294881503310W  
Purchased by : TOYOTA KIRLOSKAR MOTOR PRIVATE LIMITED  
Description of Document : Article 12 Bond  
Description : AGREEMENT  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : TOYOTA KIRLOSKAR MOTOR PRIVATE LIMITED  
Second Party : DEPARTMENT OF TECHNICAL EDUCATION GOK  
Stamp Duty Paid By : TOYOTA KIRLOSKAR MOTOR PRIVATE LIMITED  
Stamp Duty Amount(Rs.) : 200  
(Two Hundred only)



Please write or type below this line

### AGREEMENT FOR ESTABLISHMENT OF TOYOTA EXCELLENCE CENTER

This Agreement for Establishment of Toyota Excellence Center (Agreement) is entered into on this Thirteenth day of February Two Thousand and Twenty-Four (13 Feb 2024) ("Execution Date") and made effective from the Fifteenth day of January, Two Thousand and Twenty-Four 15.01.2024 ("Effective Date") at Bidadi Industrial Area, Ramanagara district, Karnataka, by and between:

#### Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.stilestamp.com' or using e-Stamp Mobile App of Stock Holding Corporation of India.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Vijayanagar Soudaraka Credit Co.  
Ph: 08023383441

**TOYOTA KIRLOSKAR MOTOR PRIVATE LIMITED**, a Company incorporated under The Companies Act, 1956, engaged in the business of manufacture and sale of automobiles, having its registered office at plot No.1, Bidadi Industrial Area, Ramanagara District, Pin: 562109, Karnataka, India, hereinafter referred to as "TKM" which term shall mean and include its Affiliates, Officers, Agents, Permitted Successors and Assigns, of the One Part.

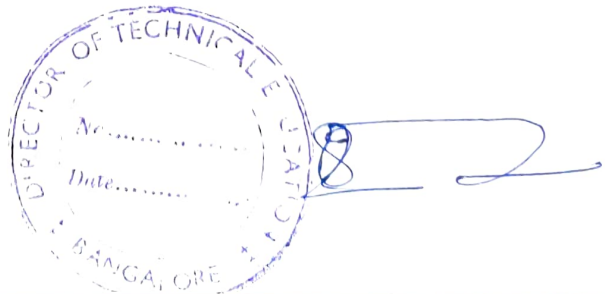
AND

**Department of Technical Education, Government of Karnataka** having its office at # 1, Palace Road Ambedkar Veedhi, Sampangi Rama Nagara, Bengaluru, Karnataka 560001, hereinafter referred to as "Technical Department" which term shall mean and include its, Officers, Agents, authorized employees, Permitted Successors and Assigns, of the Other Part.

TKM and Technical Department shall be individually referred to as *Party* and collectively be referred to as *Parties*.

#### WHEREAS

1. TKM is a subsidiary of Toyota Motor Corporation of Japan (with Kirloskar Group as a minority owner), a leading manufacturer of automobiles in India. As part of its Corporate Social Responsibility (CSR), it conducts various programs in the manufacturing and servicing of automobiles for educational institutions and their students.
2. The Technical Department is the highest policy making body in the field of Technical Education in Karnataka state. Its primary function is planning of developing Technical Education in the state and the Board of Technical Examination is responsible to conduct Diploma/Post diploma /Tailoring examination and award Diploma/Post Diploma/certificate to the eligible candidates.





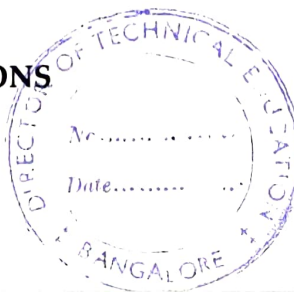
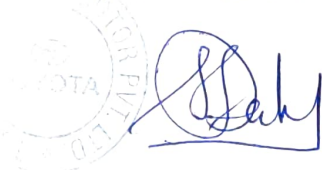
3. TKM herein wishes to establish a Toyota Excellence Centre in several colleges across the state for better exposure and growth of the students of applicable Technical Courses in the field of automobile industry by sharing the latest technology to the faculty and students.
4. TKM and Technical Department wish to record the terms of their engagement in this AGREEMENT as follows.

**WHEREFORE THE PARTIES COVENANT AS FOLLOWS:**

**1. THE OBJECTIVE OF THE ESTABLISHMENT:**

- i. TKM shall establish an Excellence Centre in several mutually agreed government educational institutions across the state of Karnataka for the better exposure to interested students in mechanical, Automobile, mechatronics.
- ii. TKM shall further give exposure to the students regarding automobile industry by various programs/training schedule by them and also give access to video manuals.
- iii. TKM shall also provide access to the faculty members of mutually agreed Government Educational institutions for know-how of the latest technology in the field of automobile.
- iv. TKM shall also provide engines, accessories, related tools & work bench, training to the faculty of mutually agreed Government Educational institutions for educational purpose at no cost, as part of CSR outreach. A list of the mutually agreed Government Educational institutions and engines, accessories, related tools & work benches, are indicated in Annexure- A and Annexure B of this Agreement, respectively.

**2. GENERAL TERMS AND CONDITIONS**



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- i. As mentioned above TKM shall establish the Excellence Centre in mutually agreed Government Educational institutions across Karnataka State. However, the cost of the establishment shall be borne by TKM;
- ii. TKM shall provide engine, transmission and chassis assembly at their end-life cycle for academic research and training at mutually agreed Government Educational institutions;
- iii. TKM shall schedule and arrange for training programs for students to understand the automobile technology to the fullest;
- iv. TKM shall also shed light in the latest automobile technology of safety, environment, driver and passenger assistance system;
- v. TKM shall share video manuals pertaining to the latest technology in the automobile industry to the faculties and students of mutually agreed Government Educational institutions;
- vi. All training content and training material provided by TKM shall be structured by TKM. TKM shall not be under any obligation to meet any requirements set forth by the technical Department with respect to the training content and material.
- vii. It is the responsibility of the technical Department to provide with the list of candidates and other details to TKM at-least 15 days in advance of the scheduled training.

### 3. VALIDITY AND TERMINATION

- i. This Agreement shall be effective as of the Effective Date aforementioned and shall be valid up to and such time as this Agreement is terminated in accordance with Clause 3 (ii), (iii) and (iv).



- ii. This AGREEMENT may be terminated by the mutual agreement, in writing, if both the Parties, on terms decided mutually by both the Parties; at any time before the commencement of the Project/work;
- iii. This Agreement herein may be terminated by either party in the event of a breach of any of the terms set out herein, by giving 30 days' notice;
- iv. If either of the parties wishes to stop operations of the establishment, the party wishing to stop the operations shall issue a notice 30 days' in advance in writing with the reasons for the same. However, notwithstanding the earlier termination of this Agreement, the obligations of the parties in respect of the courses already started shall continue till the end of the academic year and Parties agree to co-operate with each other to ensure the interest of the Trainees/ students who would be undergoing training during such termination period.

#### 4. NOTICE

All notices or other communication under or in connection with this Agreement be given in writing by registered AD or Speed Post or by telex or by facsimile at the following address (unless otherwise communicated):

If to TKM at:

Plot No.I, Bidadi Industrial Area,  
P.O.Bidadi, PIN :562 109, Ramanagara District  
State of Karnataka, India



Attention: Mr. Shashi Kiran K B  
Telephone No.: 080-6629 2929  
Fax No.: 080-27287078 / 79

If to

Commissioner,  
Department of Collegiate & Technical Education,  
Palace Road Bengaluru, Karnataka 560001

## 5. COPY RIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

- i. All intellectual property in the manuscripts, records, reports and other materials, except for the existing materials, publicly or privately owned, collected or prepared in the course of this Agreement, shall remain the property of TKM. Tools used by TKM in training shall remain its exclusive property.
- ii. Either Party shall not infringe any copyrights, designs, patents, trademarks, trade secrets and similar intellectual property rights of the other Party and of any third party.

## 6. INDEMNITY

Technical Department and respective government educational institutions shall indemnify and hold TKM harmless from and against any claim including but not limited to loss, injury, death, damage, claim, costs or expenses, raised by any Third Party arising out of or in connection with this Agreement.

## 7. MODIFICATION OF AGREEMENT

Any amendment or modification of this AGREEMENT or additional obligations assumed by any Party in connection with this AGREEMENT will only be binding if evidenced in writing and signed by each Party or an authorized representative of each Party.



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## 8. TITLES/HEADINGS

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this AGREEMENT.

## 9. GOVERNING LAW

This AGREEMENT shall be governed by, and construed in accordance with the laws of India. The courts at Bangalore shall have exclusive jurisdiction in relation to all matters arising out of this AGREEMENT.

## 10. SEVERABILITY

In the event that any of the provisions of this AGREEMENT are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this AGREEMENT.

## 11. FORCE MAJEURE

Notwithstanding anything herein contained, parties shall not be responsible for any breach or non-performance or delay in performance of any of the terms and conditions of this Agreement, if such breach or non-performance or delay in performance is occasioned by causes beyond the control of the parties or due to force majeure events including but not limited to acts of God, strike, lock-out, fire, breakdown of machinery, war, destruction of plant, act or regulation of Government, natural or other calamity or any other cause beyond the reasonable control of the Parties resulting in the closure of business operations of Parties. In such an eventuality parties shall be at liberty to terminate this Agreement by giving 30 days written notice of the same to the other party.



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**IN WITNESS WHEREOF**, the Parties hereto have executed this AGREEMENT in duplicate through their authorized representatives, and have one copy each

For

**TOYOTA KIRLOSKAR MOTOR PVT. LTD.**



Name: Sudeep S Dalvi

Designation: CCO, SVP, Director

For

**DEPT OF TECHNICAL EDUCATION, GoK**

Name: Jagadeesha G, IAS

Designation: Commissioner

Department of Collegiate & Technical  
Education, Govt. of Karnataka

Witnesses:

## ANNEXURE-A

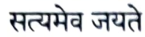
(Mutually Agreed Government Institutions)

1. Government Engineering College, Ramanagara



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A handwritten signature in blue ink, appearing to be "Sahy", written over a horizontal line.



  
**Commissioner**  
Department of Collegiate and Technical Education  
Unnatha Shikshana Soudha,  
Sheshadri Road, Bengaluru - 560 001.

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**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**

**DEPARTMENT OF TECHNICAL EDUCATION,**

Government of Karnataka having its office at # 1, Palace Road Ambedkar Veedhi, Sampangi Rama Nagara, Bengaluru, Karnataka- 560001, hereinafter referred to as "Technical Department" which term shall mean and include its, Officers, Agents, authorized employees, Permitted Successors and Assigns, of the **Other Part**.

Whereas

TKM had entered into an Agreement for Establishment of Toyota Excellence Center on 13<sup>th</sup> Feb 2024, hereinafter referred to as the 'Original Agreement', to establish Toyota Excellence Centers in mutually agreed colleges across the state to enhance exposure and growth opportunities for students pursuing technical courses in the automobile industry.

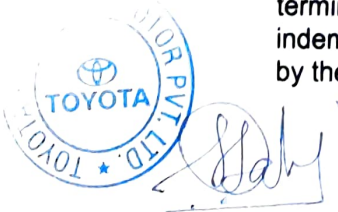
Now TKM has agreed to extend its support to 5 additional colleges as per the Terms and conditions agreed under this Amendment Agreement.

**NOW THIS FIRST AMENDMENT AGREEMENT WITNESSETH THE FOLLOWING TERMS AND CONDITIONS:**

**1. AMENDMENT**

- a) The Parties mutually agree to substitute Annexure A of the Original Agreement with Annexure A of this Amendment Agreement.
- b) Parties hereby agree to incorporate the following Clause 12 after Clause 11 of the original Agreement;

"12. Parties shall comply with all applicable laws, regulations, etc., as amended from time to time, including but not limited to the ones in relation to competition (including the Competition Act 2002 of India), data privacy (including the Information Technology Act 2000 and Digital Personal Data Protection Act 2023 of India) and any other law that may become applicable to either Party during the term of this Agreement. Parties shall make and keep books, records, accounts and any other relevant evidentiary documents in compliance with all applicable laws and regulations and shall fully cooperate with any investigations, audits, etc. conducted by any statutory/regulatory authority, during or after the term of this Agreement. Each Party shall be severally responsible to comply with respective applicable laws and neither Party shall be responsible for any non-compliance on part of the other Party. If any Party breaches this undertaking, the Agreement shall stand terminated immediately upon the other Party receiving notice of such breach, notwithstanding the termination clause contained elsewhere, and the defaulting Party shall fully indemnify the other for any loss, actions, damages, etc. suffered or assessed by the other Party due to such non-compliance."



  
**Commissioner**

Department of Collegiate and Technical Education  
Unnatha Shikshana Soudha,  
Sheshadri Road, Bengaluru - 560 001.

## 2. BINDING OF THE ORIGINAL AGREEMENT

- a) This First Amendment Agreement shall be a part and parcel of the Original Agreement.
- b) Except to the extent of the amendments made vide this First Amendment 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.
- c) This First Amendment Agreement may be 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.

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

For

**TOYOTA KIRLOSKAR MOTOR PVT. LTD.**



Name: Sudeep Dalvi  
Designation: SVP & Chief Communication Officer

For

**DEPARTMENT OF TECHNICAL  
EDUCATION, GOVERNMENT OF  
KARNATAKA**

Name: Jagadeesha G, IAS  
Designation: Commissioner,  
Department of Collegiate & Technical  
Education, Govt. of Karnataka

Witnesses:

1

2

**Commissioner**  
Department of Collegiate and Technical Education  
Unnatha Shikshana Soudha,  
Sheshadri Road, Bengaluru - 560 001,

## **ANNEXURE-A**

(Mutually Agreed Government Institutions)

1. Government Engineering College, Ramanagara (as agreed under original Agreement)

(Following additional Institutions are agreed under this Amendment Agreement)

2. Govt. Engineering College (GEC), Dairy Circle, Hassan
3. Govt. Engineering College (GEC), K R Pete Mandya
4. Govt. Engineering College (GEC), Kushalnagar
5. Govt. Engineering College (GEC), Chamrajnagar
6. Govt. Engineering College (GEC), Haveri.