



## ಕನಾರ್ಟರ್ ಸರ್ಕಾರ

សំណើ: ឯកចំណាំ/3/សិក្សា(1)/2024(1309601)

ଆଯୁକ୍ତ କଟ୍ଟିର,  
ତାଳୁକ୍ତ ତୀଳକ ଭବନ,  
ଆମୁନେ ରସ୍ତେ,  
ଚେଂଗଳୁରୁ-୫୬୦୦୦୧,  
ଦିନାଂକ: 10-12-2024.

ಜಾಪನ

విషయ: “టోయోటా సెంటర్ ఆఫ్ ఎస్కలెస్స్” ఉపక్రమాల ప్రచారాను మత్తు సాధన బగ్గె

ବାଲ୍ମୀକି: ତାଣ୍ଡିକ ଶିକ୍ଷଣ ଜୀବାବ୍ଦୀ ମୁକ୍ତ ଜୀବିତକା କିଲୋଏସ୍଱ର୍ ଲି., ସଂସ୍କୃତ ନଦୀରେ ମହାତ୍ମା ବଦଳିବାରେ.

\* \* \* \*

ಮೇಲಂಡ ವಿಷಯಕೆ ಸಂಬಂಧಿಸಿದೆ, ಉಲ್ಲೇಖಿತ ಒಡಂಬಿತಕೆಯನ್ನು ಟೊಯೊಟಾ ಕೆಲೋಫರ್ ಲಿ. ಸಂಸ್ಯೇಯ ಉಚ್ಚಿತವಾಗಿ “ಟೊಯೊಟಾ ಸೆಂಟರ್ ಆಫ್ ಎಕೆಲೆನ್ಸ್” ಕೇಂದ್ರವೆನು 06 ಸಂಪರ್ಕ ಇಂಜಿನಿಯರ್‌ಿಂಗ್ ಕಾಲೀಜುಗಳಲ್ಲಿ ಸಾಮಿಸಲಿದ್ದು, ಟೊಯೊಟಾ ಸೆಂಟರ್ ಆಫ್ ಎಕೆಲೆನ್ಸ್ ಅನು ಸಂಸ್ಯೇಯಲ್ಲಿ ಸಾಮಿಸಲು ಉಪಕರಣಗಳನು ಸಂಸ್ಕರಣೆ ಸರಬರಾಜು ಮಾಡಲಿದ್ದು, ಸದರಿ ಉಪಕರಣಗಳನು ಸಂಸ್ಕರಣೆ ಸ್ವೀಕರಿಸಿ, ಸೀಕ್ರೆಟಿ ಪ್ರತ್ಯವನು ಟೊಯೊಟಾ ಕೆಲೋಫರ್ ಲಿ. ಸಂಸ್ಕರಣೆ ನಿರ್ದಿಷ್ಟ ಮತ್ತು ಸದರಿ ಪತ್ರದ್ವೀಪ್ತಿಯನ್ನು ಇಶ್ಲಾಖಿಗೆ ಮಾಹಿತಿಗಾಗಿ ಸಲ್ಲಿಸಲು ಸೂಚಿಸಿದೆ.

ఈ కేళకండ సికారి ఇండియరింగ్ కాలేజుగళల్లి టోయోకా సెంటర్ ఆఫ్ ఎక్స్‌లెన్స్ అన్న సాహిసిద్ధ నంతర, సాధిసిరువు మాఫితియన్న ఇలాఖగే నీడలు మాజిసిద్దె.

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

ಜಂಟಿ ಸಿದ್ದೇಶ ಪತ್ರಪಾಠ (ಶಿಕ್ಷಣ)

ଲାଗତୁ: ଟୋଯିନ୍ଟା ସେଂଟର୍ ଆଫ୍ ଏକ୍ସଲିନ୍ସ୍ ବଦଳିବିଦେଶୀ ପ୍ରତି.

ಇವರಿಗೆ:

ಮೇಲ್ಮೈ ಸರ್ಕಾರಿ ಇಂಜಿನಿಯರಿಂಗ್ ಕಾಲೀಜುಗಳ ಪ್ರಾಂತ್ಯವಾಲರುಗಳಿಗೆ ಸೂಕ್ತ ಕ್ರಮಕಾಗಿ

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



सत्यमेव जयते

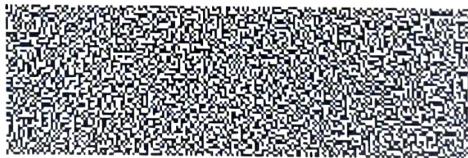
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: AGREEMENT  
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: (Zero)  
: TOYOTA KIRLOSKAR MOTOR PRIVATE LIMITED  
: DEPARTMENT OF TECHNICAL EDUCATION GOK  
: TOYOTA KIRLOSKAR MOTOR PRIVATE LIMITED  
: 200  
: (Two Hundred only)



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## 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 Alerts

**Statutory Alert:**  
1. The authenticity of this Stamp certificate should be verified at [www.stampit.com](http://www.stampit.com) or using e-Stamp Mobile App or Stock Holding Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.  
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.  
*MAKAQURE*

## 1. The authentic

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.

**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.

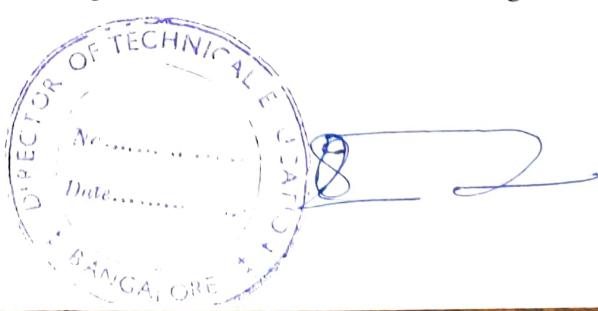
TKM and Technical Department shall be individually referred to as *Party* and collectively be referred to as *Parties*.

**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.



TOYOTA KIRLOSKAR MOTOR PRIVATE LIMITED  
S. D. Patil



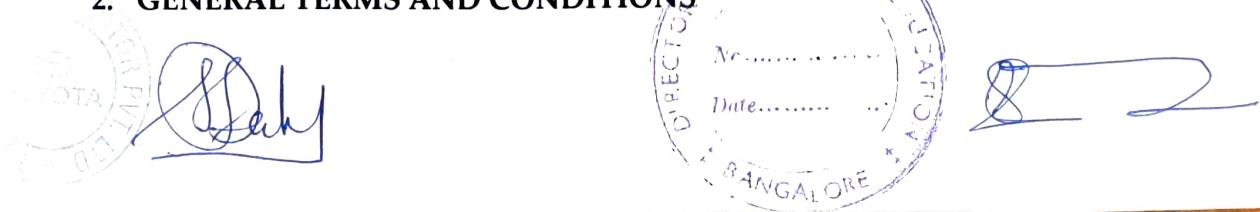
3. TKM herein wishes to establish a Toyota Excellence Centre in several colleges across the state for better exposure and growth of the students of applicable Technical Courses in the field of automobile industry by sharing the latest technology to the faculty and students.
4. TKM and Technical Department 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**



- 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).



*S. S. S. S. S.*



*S. S. S. S.*

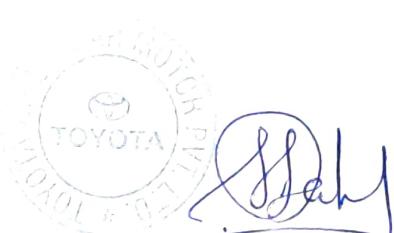
- ii. This AGREEMENT may be terminated by the mutual agreement, in writing, if both the Parties, on terms decided mutually by both the Parties; at any time before the commencement of the Project/work;
- iii. This Agreement herein may be terminated by either party in the event of a breach of any of the 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.



## **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 partiers 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.



**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:

1

2

## ANNEXURE-A

(Mutually Agreed Government Institutions)

1. Government Engineering College, Ramanagara





सत्यमेव जयते

## INDIA NON JUDICIAL

**Government of Karnataka**

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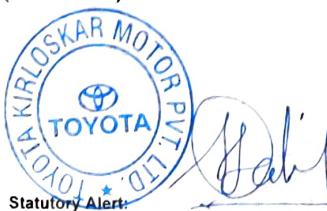
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<b>Unique Doc. Reference</b>	: SUBIN-KAKAGCSL0822775437451680W
<b>Purchased by</b>	: TOYOTA KIRLOSKAR MOTOR PRIVATE LIMITED
<b>Description of Document</b>	: Article 5(J) Agreement (in any other cases)
<b>Property Description</b>	: AGREEMENT
<b>Consideration Price (Rs.)</b>	: 0 (Zero)
<b>First Party</b>	: TOYOTA KIRLOSKAR MOTOR PRIVATE LIMITED
<b>Second Party</b>	: DEPARTMENT OF TECHNICAL EDUCATION
<b>Stamp Duty Paid By</b>	: TOYOTA KIRLOSKAR MOTOR PRIVATE LIMITED
<b>Stamp Duty Amount(Rs.)</b>	: 500 (Five Hundred only)



**Please write or type below this line**

## **First Amendment Agreement**

This First Amendment Agreement (the "First Amendment Agreement" for short hereinafter) to the Agreement for Establishment of Toyota Excellence Center dated 13<sup>th</sup> Feb 2024, is executed at Bengaluru on this Fourth Day September, Two Thousand and Twenty-Four (04-09-24).



## Statutory Alert

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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.

**Commissioner**  
Department of Collegiate and Technical Education  
Unnath Shikshana Soudha,  
Sheshadri Road, Bengaluru - 560 001.  
using e-Stamps Mobile App or Stamp Kiosk.

**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

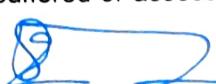
TKM had entered into an Agreement for Establishment of Toyota Excellence Center on 13<sup>th</sup>  
Feb 2024, hereinafter referred to as the 'Original Agreement', to establish Toyota Excellence  
Centers in mutually agreed colleges across the state to enhance exposure and growth  
opportunities for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

**Commissioner**

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

Witnesses:

1

2

## **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.