





## MEMORANDUM OF UNDERSTANDING

Between

**1. National Academy of Construction**  
Hyderabad, Telangana State

And

**2. AJAX ENGINEERING PVT. LTD.**  
**(Formerly AJAX FIORI ENGINEERING (India) PVT. LTD)**  
253/1, 11<sup>th</sup> Main, Phase III, Peenya Industrial Area,  
Bengaluru – 560058, Karnataka, India

And

**3. Infrastructure Equipment Skill Council (IESC)**  
No 6, Avik Royale, 50 Feet Main Road,  
Avalahalli Extension, Girinagar  
Bengaluru 560 026

For

**Contributing to the skilling of Operators in the  
Construction and Infrastructure Equipment Industry**





## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called the 'MOU') is executed on this 15<sup>th</sup> Day of December, 2020.

BETWEEN

The Director General, National Academy of Construction, Telangana State, Hyderabad referred as the **First Party**

AND

Ajax Engineering Pvt. Ltd (Formerly Ajax Fiori Engineering (India) Private Limited), a company incorporated and existing under the provisions of Companies Act of 2013, through having its registered office 253/1, 11<sup>th</sup> Main Road, 3<sup>rd</sup> Phase, Peenya Industrial Area, Peenya, Bengaluru – 560 058 (hereinafter referred to as "AJAX" which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns) of the **Second Party**;

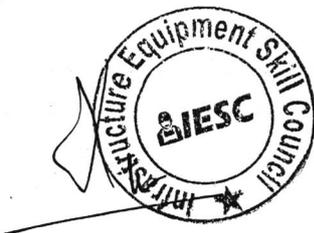
AND

The CEO, Infrastructure Equipment Skill Council (IESC), having its office at No 6, Avik Royale, 50 Feet Main Road, Avalahalli Extension, Girinagar, Bengaluru 560 026

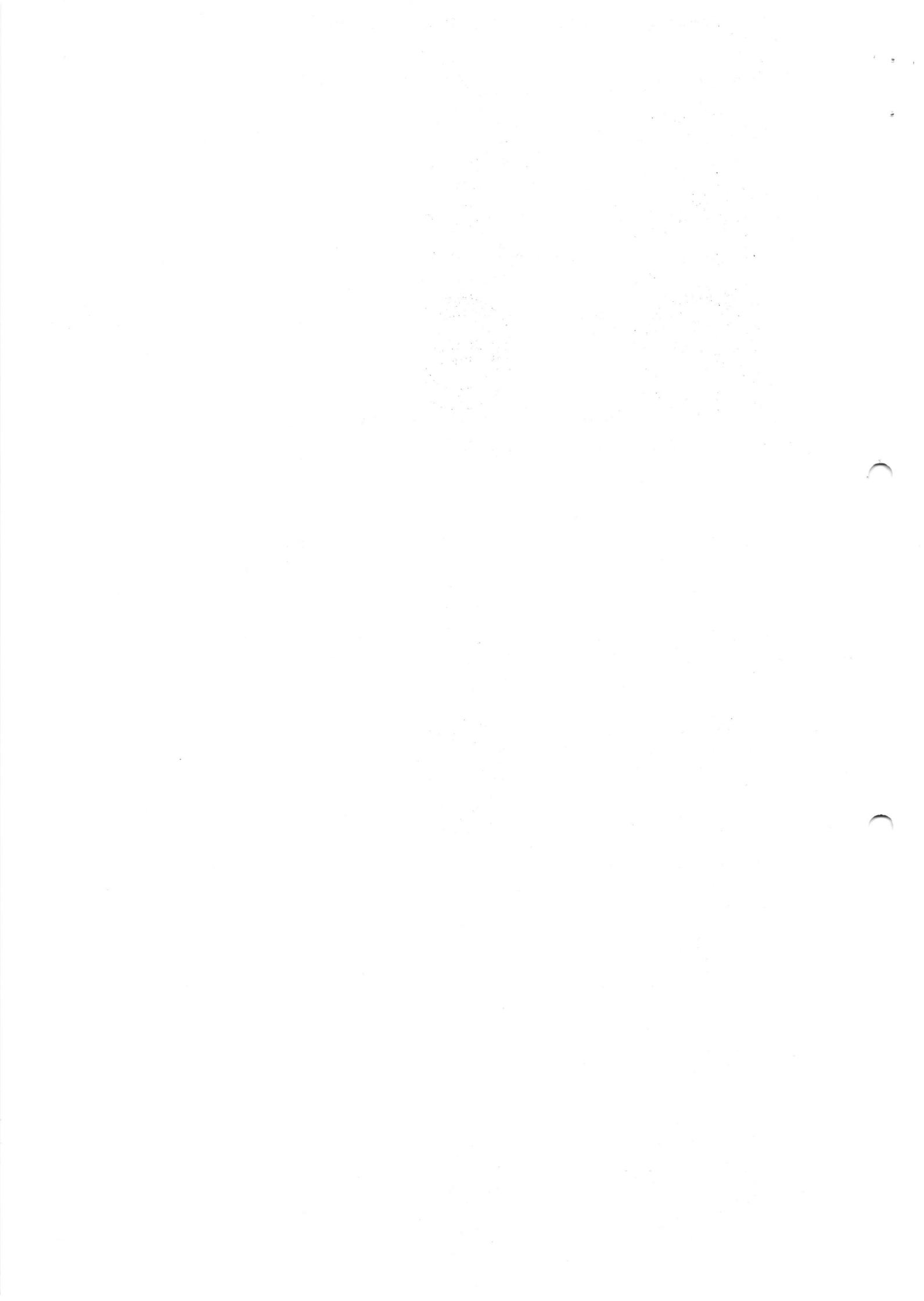
The NAC, Hyderabad, IESC Bengaluru and Ajax Engineering Pvt. Ltd shall hereinafter be collectively referred to as "The Parties" and individually be referred to as "The Party"

### WHEREAS:

- A. Ajax Engineering Pvt. Ltd is an engineering company in manufacture & Service of a wide range of Equipment for Concrete batching, mixing & concrete placing segment. AJAX has introduced various cutting-edge technology to the Indian market, while meeting high standards of safety, reliability and productivity.
- B. AJAX, a legendary concreting equipment player renowned for both its engineering expertise as well as product after-sales support network is truly a world-class leader in providing concreting business solutions that makes concrete sense. AJAX was established in the year 1992 for manufacturing Self-Loading Concrete Mixer and today is the Global Leader in this product. Over the years, AJAX has evolved by adapting to the needs of its customers with a clear and consistent goal towards becoming the most customer-centric organization. Now, AJAX has emerged as next-gen 360° concreting solutions provider that offers a complete range of products that includes self-loading concrete mixers, concrete batching plants, transit mixers, stationary pumps, boom pumps, self-propelled boom pumps, and slip-form paver offering end-to-end solutions that encompasses production, transport, placement, and pavement. The



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company is headquartered at Bengaluru and has state-of-the-art manufacturing facilities at Doddaballapur and Gowribidanur in the outskirts of Bengaluru.

- C. **AJAX** has a reliable & unmatched dealer network is spread across the length and breadth of the country including Nepal and Bhutan, ensuring you are never far away from the timely service when required. AJAX has a wide geographical spread with more than 30 Dealers across the Country along with over 100 touch points catering to the sales & after-sales support to its customers. Now, AJAX has started to spread out its wings entering into the field of International Business and has its Distribution Network in Bangladesh, Sri-Lanka, Myanmar, Kenya, Tunisia, UAE, Cambodia, Oman, Uganda, & Egypt.

### Background

National Academy of Construction – Telangana State was established with the main purpose to develop and build capacities of human resources to enhance quality and productivity of construction industry. With headquarter at Hyderabad NAC conducts trainings for unemployed youth, workers, tradesmen, construction engineers, contractors, managers, supervisors and technicians to develop skill and inculcate professionalism.

It is proposed that **AJAX** will support NAC in this endeavor. NAC will provide the space and the human resources required for setting up the centre whereas **AJAX** brings in its expertise in terms of technology and skilled training manpower to handhold NAC during the initial period. The centre can also function as a training centre for the employees of **AJAX**. This engagement with industry will benefit NAC to enhance its offerings to students and the partner organization in terms of getting industry ready workforce.

**AJAX and NAC, Hyderabad** have agreed to collaborate to work together for Skill Enhancement of Youth in Construction machinery. This collaboration will enable transform the skilling and employability of youths in Telangana State.

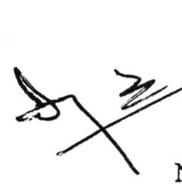
Now, therefore, **AJAX** and NAC, agree as follows:

### **1. The Project Objective:**

- To collaborate and align with NAC- Hyderabad for skill enhancement in the operation & maintenance of concreting machinery. The collaboration through value- added course will equip students with best practices and latest technologies with an objective to make them industry ready for employment. To provide training in “Operator – Self-loading concrete mixer” Level 4 course, as prescribed by GOI/NSDC/IESC. The tenure of course shall be for 4-week and shall be extremely useful for getting job opportunities as an Operator-Self-loading Concrete mixer in the construction equipment industry.
- The training programme shall be carried out at NAC- Hyderabad- Telangana State based on a standard course curriculum under the guidance of IESC. The classroom facilities and other required infrastructure, including boarding and lodging facilities for the candidates shall be provided by NAC- Hyderabad.

### Roles & Responsibilities of AJAX:

- AJAX** will be donating one Self Loading Concrete Mixer - ARGO 2000 (used) to NAC Hyderabad Telangana for operator training purpose.



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2. Maintenance of SLCM after transferring to NAC, Ajax will carry out maintenance through its authorized dealer on FOC, which will be certified by NAC.
3. Prior to this programme, a minimum of 2 Operator trainers with valid driving license from NAC will visit AJAX Training Centre at Bengaluru for a 6-day orientation to understand and undergo a training programme. **AJAX** will conduct this programme Free of Cost. NAC will have to make arrangement for travel, boarding and Lodging of the participants. The participants will be accredited by IESC during this programme, which will authorize them to conduct programmes in future.
4. **AJAX** will give one set of training reference material, before the commencement of the course, to NAC; this material should be photocopied and given to the trainees, by the academy (Training literature is in English)
5. **AJAX** will nominate one Trainer who will act as the Single point of Contact (SPOC) who will coordinate with NAC and IESC regarding all matters.
6. A team from NAC can visit **AJAX**, to see the existing facilities, which can be replicated by NAC if required.
7. **AJAX** shall provide consultation support free for five years from the date of this MOU and thereafter NAC will work independently. **AJAX** can assist on case to case basis on request thereafter.

#### Roles and Responsibility of NAC

1. NAC will allocate training facility consisting of lecture hall with a seating capacity of 30 participants with projector, screen, white board and audio system with UPS provision to connect desktop/ laptop.
2. NAC to arrange to send Operator trainers to be trained initially by Ajax & thereby Ajax trained NAC operators can train the NAC trainees incase training is extended beyond a period of one week.
3. Transport, stay, canteen arrangement, if extended to the trainees, will have to be arranged and provided by NAC.
4. NAC to ensure that all trainees wear safety shoes during the programmes.
5. NAC will provide workshop with worktables with bench vice mounted and arrangement for keeping tools and display items.
6. NAC will identify and allocate the following persons for the operation of the centre in the first year itself and increase their strength depending on the growth of the centre:
  - a. Office coordinator – 1 no: He will be the single point of contact with AJAX & IESC for any coordination
  - b. Trainers - 2 nos: Identified by NAC who will conduct the Operation & maintenance training programme,
7. NAC will get its centre and trainers accredited by IESC.



  
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8. NAC will mobilize trainees who meet the necessary prerequisites and create a batch before the commencement of the programme. All records must be maintained by NAC as required by IESC.
9. Assessment fee before the examination will be borne by NAC / Trainee and paid to IESC as applicable
10. NAC placement cell should assist the trainees in getting employment. AJAX and IESC will try to assist in placement of trainees using their good offices with contractors.
11. NAC will provide local transport and transit house accommodation to trainers from AJAX when they will be at NAC for conducting programmes free of charge.
12. NAC will allow AJAX to conduct programmes for their customers and internal engineers based on the availability of facilities. The SPOC of AJAX will coordinate with NAC as required.
13. NAC shall bear all legal/registration/Insurance or any statutory cost associated with transfer of Equipment/Machinery from AJAX to NAC.

### Roles and Responsibility of IESC

1. IESC will provide job role approval to NAC and enhance the scope as applicable
2. IESC will assist NAC in the training of Trainers identified by NAC and their accreditation
3. All accreditation charges, assessment fees, etc will be paid directly by NAC to IESC.
4. IESC will monitor the entire project and provide support wherever necessary.
5. IESC will certify the Trainees of NAC-Ajax center

### **2. Certification of Trainees after completion of training course:**

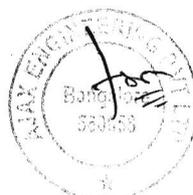
On successful completion of training and acquiring desired level of skill and competency, all the trainees will be assessed for certification under the provisions of GOI/NSDC/IESC.

### **3 Publicity**

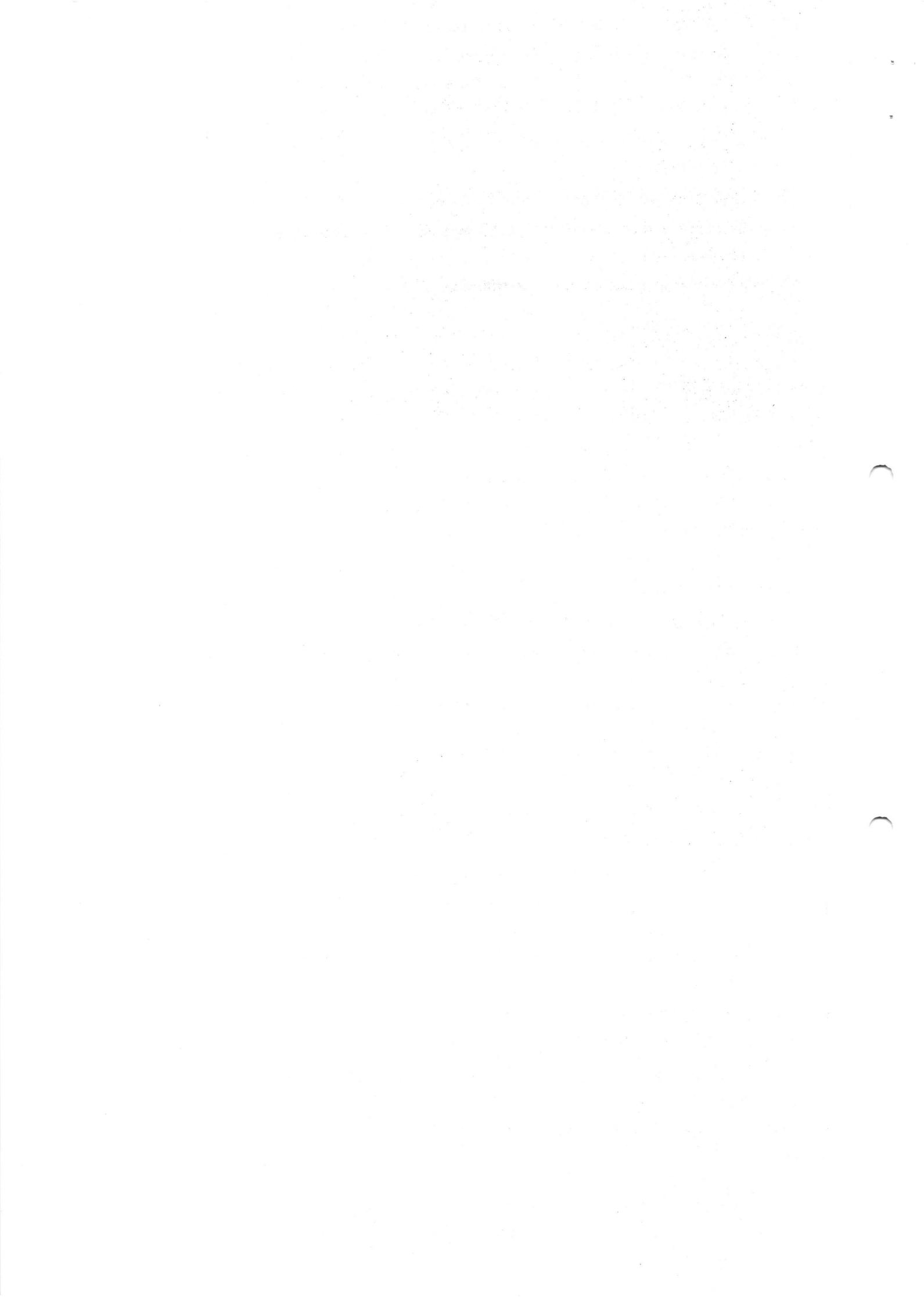
**AJAX** may publicize its role as the technical partner for the Program at the premises of NAC- Hyderabad. The program shall run in the brand name as chosen by **IESC**

### **4. Nullity**

AJAX and NAC- Hyderabad agrees that if any provision of this MOU is rendered void, illegal or unenforceable in any respect under any Applicable Law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.



  
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## 5. Binding Intent

This MOU is an expression of the Parties' intent to enter into good faith discussions regarding the proposed collaboration. The provisions of this MOU reflect the Parties' current understanding of the matter described herein and constitutes a complete statement or a legally binding or enforceable MOU or commitment.

## 6. Dispute Resolution

- a) The Parties to this MOU shall make best endeavour to solve all the disputes, differences, controversies, claims or counterclaims arising out of or relating to this MOU or breach thereof amicably with mutual consultation.
- b) However, in the event of a failure of such consultation process, the disputes, differences, controversies, claims or counter-claims, arising out of or relating to this MOU or breach thereof, shall be referred to an Arbitration Tribunal, consisting of 3 (Three) arbitrators with each of the Parties appointing their respective arbitrators and the two arbitrators so appointed shall appoint the presiding arbitrator.
- c) The aggrieved Party may initiate the process of arbitration by sending a written notice to the other Party along with the name of the arbitrator so appointed by the aggrieved Party. The other Party shall appoint an arbitrator, within 30 (Thirty) days from date of receiving the said notice from the aggrieved Party and send a reply to the said notice mentioning therewith the name of the chosen arbitrator.
- d) The arbitration proceeding shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 at Bengaluru in English language only.

## 7. Term

This MOU shall remain in force for initial term of 5 years from the date of this MoU, unless terminated earlier in accordance herewith. The MOU can be extended for such periods mutually decided by the parties.

## 8. Termination

This MOU may be terminated in whole or in part by any party by giving ninety (90) days' advance written notice to the other party, if there is any occurrence which in the opinion of the terminating party is sufficient to defeat or substantially prevent or delay the achievement of the objective of the project or MOU. This MOU may also be terminated in the following circumstances:

- a) By written agreement of the parties hereto.
- b) By any of the parties hereto subject to ninety (90) days 'prior written notice being sent by the terminating party to the other parties.



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- c) Forthwith by **AJAX** by issuing a written notice to NAC, Hyderabad, in the event they commit any material breach of this MOU.
- d) Forthwith by NAC- Hyderabad issuing a written notice to **AJAX**, in the event they commit any material breach of this MOU.
- e) By any of the parties hereto by sending a written notice to the other parties if the terminating party ceases to undertake the activities as obligated under this MOU.
- f) To the extent feasible, the termination shall not be effected in the middle of a running batch of training, and all efforts will be made to finish the batch and then terminate the MOU.
- g) In case of termination of this MOU within Three years of signing of MOU, **AJAX** has the right to take back the entire lab infrastructure (Equipment, Tool Kit, Furniture) and any tangible investment made by **AJAX** for the purposes of this MOU, in the training centres.
- h) In case of termination of MOU by efflux of time after Five years, NAC- Hyderabad shall be the owner of entire lab infrastructure (Equipment, Tool Kit, Furniture), which has been installed and / or funded by **AJAX**.
- i) Upon termination of this MOU, **AJAX** shall not have any obligations to the NAC, Hyderabad. Termination of this MOU shall not negate or affect, and the MOU shall remain in full force and effect regarding, any obligations or liabilities incurred by either Party prior to the effective date of the termination. Each Party shall have the right to pursue any other remedies available to it at law or in equity. Unless otherwise agreed to in a post-termination writing signed by both Parties, each Party will return to the other, or at the Disclosing Party's option securely destroy, all Confidential Information within thirty (30) days, retaining only such copies that are required to comply with applicable legal, accounting, or record-keeping requirements.

## 9. Miscellaneous

- a. Each party hereto shall perform this MOU in a timely, diligent, professional and ethical manner, and shall extend all necessary co-operation in connection with this MOU to the other parties hereto.
- b. NAC, Hyderabad accepts full responsibility and liability for the persons engaged by it in the execution of the Project. **AJAX** will accept no responsibility or liability of any kind for such persons.
- c. NAC, Hyderabad hereby undertakes to keep and hold **AJAX** and its respective officers, directors, shareholders, employees, agents, successors and assigns indemnified and harmless against any losses, legal proceedings (including attorney's fees and court fees), damages, charges, penalty, fines, expenses, claims, liabilities, including out of, resulting from or occurring in connection with:



  
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- i. any third-party claim against **AJAX** for bodily injury/death or loss or damage to tangible property caused in the execution of the Project; or any claim against **AJAX** by any staff/person engaged by State or its legal heirs; or any negligence, wilful misconduct, wrongful act or unlawful, fraud, act of omission or commission by the person/staff engaged by NAC, Hyderabad in the execution of the Project.
- d. In no event shall **AJAX** or its affiliates, employees, officers, and directors be liable for any punitive, consequential, incidental, special, or indirect damages, in any action arising from or related to this MOU, whether based in contract, tort (including negligence), intended conduct or otherwise, including without limitation, damages relating to the loss of profits, business, income, savings, use, goodwill or revenue. Notwithstanding anything contained herein, **AJAX** maximum liability shall be limited to the payments to be made on undisputed invoices, if any.
- e. The parties hereto are independent contracting parties and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This MOU will also not be construed to create or imply any agency, or joint venture, or employer-employee relationship.
- f. This MOU will be governed by the laws of India. The Courts at Bengaluru, India shall have jurisdiction over any action arising out of this MOU and over the parties, to the exclusion of all other courts.
- g. This MOU is not assignable by any party hereto without the prior written consent of the other parties.
- h. This MOU constitutes the entire understanding between the parties on the subject matter hereof and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the subject matter of this MOU.
- i. This MOU cannot be superseded, amended or modified except by a written document executed by the authorized signatories of the parties hereto.
- j. The Parties may execute this MOU in two counterparts and each fully executed counterpart shall be deemed an original.
- k. Each Party agrees that any delay or omission on the part of the other Party to exercise any right, power or remedy under this MOU will not automatically operate as a waiver of such right, power or remedy or any other right and no waiver will be effective unless it is in writing and signed by the waiving Party. Further the single or partial exercise of any right, power or remedy of waiver by either Party hereunder on one occasion will not be construed as a waiver of any successive or other right, power or remedy on any other occasion.
- l. Each Party shall bear its own costs in connection with its obligations under this MOU including legal expense, technical fees, cost of additional software and hardware required. Further, all charges and



  
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expenses including stamp duty or otherwise of and in relation to these presents shall be borne and paid by NAC, Hyderabad.

- m. If the performance of any obligation of either Party is delayed or prevented in whole or in part by causes beyond the reasonable control of such Party including but not limited to wars (declared or undeclared), hostilities, revolution or civil commotion, explosion, pandemic, lockdown, hurricane, flood, embargo, or any act, proclamation, regulation or ordinance of any government or governmental agency, having, or claiming to have, jurisdiction over the Parties, or any act of God, then such Party shall not be held responsible for non-performance of such obligation during the continuance of the delay, provided prompt notice and full particulars of such delay have been given to the other Party, nor shall such non-performance be deemed a default hereunder. The affected Party will be obligated to take all reasonable action to eliminate the cause of the delay and resume performance as soon as reasonably possible.
- n. Notices, demands or other communication required or permitted to be given or made under this MOU shall be in writing in English, and shall be delivered personally, or sent by registered post A.D., or by facsimile, or by email or by first class courier, addressed to the intended recipient at its address set forth below, or to such other address as either Party may from time to time, duly notify in writing to the others:

In the case of notices to NAC, Hyderabad:

Name : Mr. K. Bikshapathi, Director General  
Address : National Academy of Construction, NAC Campus, Kothaguda Post,  
Hyderabad-500084  
Telephone : 040-23112535 / 23110838  
Fax : 040-23111997  
Email : dgnac@nac.edu.in / shantisree.nac.edu.in

In the case of notices to the **AJAX**:

Name : Mr. Ajay Aneja, CMO / Mr. Bindu Madhav, CFO  
Address : 253/1, 11<sup>th</sup> Main Road, 3<sup>rd</sup> Phase, Peenya Industrial Area, Peenya, Bengaluru – 560 058  
Telephone : 080 – 67200082/83  
Email : [ajay.aneja@ajax-engg.com](mailto:ajay.aneja@ajax-engg.com) / [madhav.b@ajax-engg.com](mailto:madhav.b@ajax-engg.com)

In the case of notices to IESC, Bengaluru:

Name : **H S Mohan**  
Address : Avik Royale – First Floor | No6, 50feet Main Road | Avalahalli Extension,  
GIRINAGAR | Bengaluru – 560026  
Telephone : 080 26754480  
Email : [hs.mohan@iescindia.com](mailto:hs.mohan@iescindia.com)



  
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- o. Nothing in this MOU shall mean or shall be construed to mean that either **AJAX** or **NAC**, Hyderabad is at any time precluded from having similar arrangements with any other person or third party, subject to always maintaining confidentiality obligations stated herein.

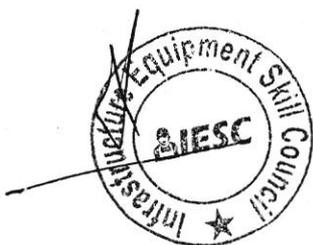
#### 10. Confidentiality Obligations:

- a) Upon termination of this MOU or upon written request submitted by the disclosing Party, whichever comes first, the receiving Party shall return or destroy, at the disclosing Party's choice, all of the disclosing Party's Confidential Information.
- b) Parties will not use each other's logo, trademark or trade name except for the "Confidential Information" shall mean any and all information in any form that each Party provides to each other in the course of the MOU and that either (i) has been marked as confidential; or (ii) is of such nature that a reasonable person would treat as confidential under like circumstances. Confidential Information does not include information which (i) is already known to the other Party at the time of disclosure; (iii) is independently developed without the benefit of the other's Confidential Information; (iv) is received from a third party that is not under any confidentiality obligation towards the owner of the information; or (v) has entered the public domain through no fault of the recipient.
- c) Each Party retains ownership of its Confidential Information.
- d) Each Party agrees to (i) protect the other's Confidential Information in the same manner as it protects the confidentiality of its own proprietary and confidential materials but in no event with less than reasonable care; (ii) use the other's Confidential Information only in relation to the MOU.
- e) Neither Party shall, except with respect to their employees, contractors or agents with a need to know for purposes of this MOU, disclose to any person any Confidential Information of the other Party without the other Party's prior written consent, except where Confidential Information purpose stipulated in this MOU. Any violation of this clause shall be considered an event of breach and shall be ground for immediate termination of this MOU.
- f) These confidentiality obligations shall terminate five (5) years after the expiration or termination of this MOU, whichever comes first.

#### 11. Relationship Between Parties:

Nothing contained in this MOU shall be construed or have effect as constituting a relationship of employer and employee or principal and agent between the Parties or the persons engaged by the Parties.

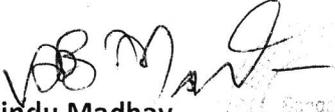
Pursuant to this MOU, **NAC**, Hyderabad shall be responsible for all acts and omissions of its staff and any persons, associations, institutions engaged by **NAC**, Hyderabad whether or not in the course of implementing the Project and for the health, safety and security of such persons or entities and their property.



  
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IN WITNESS WHEREOF the parties herein have affixed their respective signatures to this MoU on the day, month and year first above written in the presence of the witnesses:

<p>For AJAX Engineering Pvt Ltd</p>  <p><b>Ajay Anaja</b> Chief Marketing Officer</p>  <p><b>Bindu Madhav</b> Chief Financial Officer</p> <p>Bengaluru</p> <p>Date:</p>	  <p><b>H S Mohan</b> CEO- IESC Bengaluru</p> <p>Date:</p>	 <p>DG- NAC Telangana Hyderabad</p> <p><b>Director General</b> <b>National Academy of Construction</b> Hyderabad</p>  <p>Date:</p>
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WITNESS:  
Name

Signature:

WITNESS:  
Name

Signature:

WITNESS:  
Name *P. Shanti' See*

Signature: 