

MEMORANDUM OF UNDERSTANDING

Between

Jansons School of Business (JSB)

And

Messer cutting systems India Private Limited

Messer cutting systems India Private Limited, Coimbatore and **Jansons School of Business (JSB)** intend to develop a special relationship.

This MoU is made and entered into on this 02nd day of December 2025.

By and between

Messer Cutting Systems India Private Limited, having its address at No. 199/2AB2, 198/2A2A and 198/2A2B, SNMV College Road, Malumichampatti, Coimbatore 641 050, Tamil Nadu, India hereafter called 'MESSER INDIA' which expression, unless repugnant to the context or meaning hereof, shall include its successors, administrators or permitted assignees represented by **Mr. Mani Narayanan Managing Director** and **Mr. Govardhana Naidu, Chief Financial Officer**.

AND

Jansons School of Business, an exclusive B-School, affiliated to Bharathiar University having its address at Karumathampatti, Coimbatore, Tamil Nadu, India, 641-659 hereafter called 'JSB' which expression, unless repugnant to the context or meaning hereof, shall include its successors, administrators or permitted assignees: and at present represented by **Dr. A. G. V. Narayanan, Director**.

Whereas

Messer India is a German company, manufacturer of Oxyfuel, Plasma and Laser CNC cutting machines. For more than 118 years engaged in CNC cutting machine manufacturing. The company is active in more than 50 countries, with more than 900 employees in 5 main locations production sites (Germany, U.S.A, China, Brazil, India) with to fulfil the requirement of industrial needs.

Whereas

JSB is an educational institution imparting education in the field of Management Education of various specializations to the students who have completed their Under graduation.

Whereas

Messer India and JSB have agreed to enter into a special relationship for the purpose of the former entities providing the latter comprehensive cutting Tools manufacturing in all across the country for enhancing mutual business relationship.

MESSER
Cutting Systems

For Messer Cutting Systems India Private Limited

MANI.N
Managing Director

MESSER
Cutting Systems

For Messer Cutting Systems India Private Limited

Govardhana Naidu.P
Chief Financial Officer



Dr. A. G. V. NARAYANAN
DIRECTOR
JANSONS SCHOOL OF BUSINESS
KARUMATHAMPATTI
COIMBATORE - 641 659

Now therefore

In recognition of these facts, Messer India and JSB witnesses that, in consideration of the mutual covenants set out in this MoU, the parties hereby agree as follows:

1. Purpose of this Memorandum

This MoU is intended to recognize the general basis for a cooperative and collaborative Working relationship between the two parties.

The objective of the proposed relationship is to enable Messer India, to provide JSB the full gamut of cutting-edge Technologies, In-plant Training, Industrial Visits, Internship, Joint workshops in advanced manufacturing and automation, collaborative research and innovation projects aligned with Industry expertise, knowledge sharing and technology demonstration sessions and for JSB to hire these services from Messer India., on most preferred vendor (service provider) basis. Each party, by mutual consent, may be involved in the cooperative and collaborative actions, any of its controlled affiliates competent in the concerned action.

2. Nature of memorandum

Through this MoU, Messer India, Coimbatore and JSB intend to develop a special relationship, whereby effective Knowledge sharing to the extent possible from time to time, exchange of technical skills, bridging the platform between industry and institution, to enhance students and faculty to fill their skill gaps and to create a conducive atmosphere for the betterment of society.

3. Responsibilities

- 3.1 Messer India and JSB shall be responsible for the conduct of their assigned responsibilities. Neither Messer India nor JSB shall be responsible to the other parties for any losses that they may suffer arising out of the understanding. The parties shall be responsible for insuring their respective premises, equipment and personnel for any claims that may arise from the conduct of the understanding.
- 3.2 Messer India agrees to share the knowledge resources with JSB by resource persons from Messer India in seminars, conferences, workshops, etc. conducted at the premises of the JSB for the purpose of enhancing the knowledge/skill levels of the students studying in the college.
- 3.3 The JSB agrees to avail all the services from Messer India, during the period of their MoU
- 3.4 Messer India agrees to entertain the students and faculty members for industrial visits. Messer India will not collect any fees from the visitors for visits. The travelling expenses, stay and food arrangements for the visiting faculty members of the JSB and their students shall be borne either by the individuals or by the JSB, as the case may be.
- 3.5 Messer India agrees to impart in-plant training in their premises free of charge to the extent possible for the purpose of skill update to the students. The travelling expenses, stay and food arrangements during the in-plant/industrial training shall be borne by the respective student.
- 3.6 During the in-plant training, the students will be imparted training on the functional areas based on their specialization, and training will be conducted in the premises of Messer India.
- 3.7 The students deputed for the training courses as mentioned in para 3.6 above will ensure that the security of Messer India is not hampered by any means.
- 3.8 The industrial visit is for half a day; the students who visit Messer India will be given a firsthand information about various functional areas available in Messer India.

For Messer Cutting Systems India Private Limited
MANI.N
Managing Director

For Messer Cutting Systems India Private Limited
2
Govardhana Naidu.P
Chief Financial Officer


Dr. A. G. V. NARAYANAN
DIRECTOR
JANSONS SCHOOL OF BUSINESS
KARUMATHAMPATTI
COIMBATORE - 641 659

3.9 Messer India shall not bear any expenditure for the above industrial visits / in-plant training courses.

3.10 No stipend shall be paid by Messer India for the above training.

3.11 The students deputed by the JSB for the in-plant training shall not claim any right for appointment in Messer India.

3.12 Messer India agrees to conduct specialized training courses for the students of the JSB on a payment basis as per the terms and conditions of Messer India.

4. Status of MoU

This MoU is intended to record mutual understandings of the parties hereto, as of the date hereof.

02.12.2025

This MoU would be subject to the laws (and such rules & regulations) of India as may be applicable during the tenure of this MoU.

To discharge the responsibilities of each Party, and/or when specific obligations or financial commitments appear necessary to the parties, the Parties by mutual consent shall enter directly (or through the concerned affiliate), into specific agreement(s) defining in detail the respective obligations and commitments of each Party, and in particular the programme of work and the financial conditions of its execution.

5. Validity

The MoU will be for an initial period of **Three years** from the date of signing. The Parties shall meet to decide a possible renewal of this MoU three months before its termination. A specific addendum shall then be signed by the Parties.

The respective party will hold one of the two original MoU documents.

6. Amendment

This MoU may be amended upon the mutual consent of all parties, but such an amendment shall have no impact on any specific agreement then in force.

7. Termination

This MoU may be terminated by any Party upon providing a written notice of three months. It shall also terminate automatically upon the bankruptcy of any of the parties or in the event of force majeure prohibiting its continuity.

The expiry or termination of this MoU shall have no impact on any other specific agreement in force, which shall continue up to its normal expiry.

8. Arbitration

In the event that the Parties are unable to amicably resolve a dispute by mediation, said dispute will be referred to arbitration by a sole arbitrator to be appointed on the mutual consent of both parties, and the award passed by such sole arbitrator will be valid and binding on both Parties. The guilty party shall bear the entire cost of the proceedings. The arbitration shall be conducted in English, and the seat of Arbitration shall be Coimbatore. Any dispute arising out of or in relation to this MoU, including the interpretation of this MoU shall be subject to the exclusive jurisdiction of Coimbatore. The parties in the dispute will share equally the cost of arbitration as intimated by the arbitrator.

MESSE
Cutting Systems
For Messer Cutting Systems India Private Limited
MANI.N
Managing Director

MESSE
Cutting Systems
For Messer Cutting Systems India Private Limited
3
Govardhana Naidu.P
Chief Financial Officer


Dr. A. G. V. NARAYANAN
DIRECTOR
JANSONS SCHOOL OF BUSINESS
KARUMATHAMPATTI
COIMBATORE - 641 659

9. Confidentiality

Both the Parties acknowledge the confidentiality of the information, which may be transferred between the Parties from time to time as being essential to this MoU and agreed not to disclose the same to any third-party. However, each Party shall be free to disclose such information as is Part of the public domain at the time of disclosure or required to be disclosed by official authorities in accordance with applicable law.

The obligations of all the Parties as defined above shall apply notwithstanding termination of the MoU.

As witnessed by the hand of duly authorized representative of the Parties, as of the date hereunder

For Messer Cutting Systems India Private Limited


Mani Narayanan
Managing Director


Govardhana Naidu
Chief Financial Officer

Witness 1: - Atila S, DGM - HR and
Name and Designation: - admin

Muhammed Saltuk
Company Secretary

Sign:



For Jansons School of Business


Dr. A.G.V. Narayanan
Director



Witness 2: - B. S.

Name and Designation: -

Dr. Sudevi. K. B.
Professor - Jansons School of Business

Sign: B. S.

Date : 02/12/2025
Place: Coimbatore.