

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (“MOU”) is executed on the 10 of July 2022 (“Effective Date”), between **Novateur Electrical & Digital Systems Pvt LTD** (CIN: U31909MH2010PTC206487), (hereinafter referred to as “Novateur”) company incorporated under the provisions of the Companies Act, 2013 in force in India, having its **Registered Office** at 61-62 Kalpataru Square, Kondivita Road, Off Andheri Kurla Road, Andheri East, Mumbai 400059 (Unless repugnant to the context, means and includes its successors and permitted assigns) of the **PARTY 1**.

And

The GLA University, established under U.P. State Legislative Act of 2009 (UP Act 21 of 2010) and ranked among the top Universities of Uttar Pradesh and India and has been accredited by the National Assessment and Accreditation Council (**NAAC**) with ‘**A**’ Grade and recognized by University Grants Commission (UGC) under section 12B of UGC Act of 1956, having its campus at NH-2, Mathura-Delhi Road P.O. Chaumuhan, Mathura, Uttar Pradesh 281406. (Hereinafter referred to as "GLA)" which expression shall, unless repugnant to the subject and/or context hereof, shall mean and include its successors and permitted assigns of the **PARTY 2**.

(Hereinafter individually referred to as “Party” and collectively referred to as “Parties”) **RECITALS:** The Parties desire to collaborate with each other to develop a “Legrand Centre of Excellence (COE)” customized UPS/ Power electronics skill development program (hereinafter referred to as the “Purpose”).

UNDER the CSR activities of Novateur, a “Centre of Excellence” will be established in GLA University Campus to provide customised industry based UPS training to the students studying Diploma/ Engineering/ ITI in GLA University. The Training contents will be jointly prepared by both parties. Lab Equipment’s, train the trainer and assessment will be managed by Numeric team (A Group brand of Legrand). Lab facility area and trainers will be from GLA University.

NOW AND THEREFORE THE PARTES AGREE TO AS FOLLOWS:

1. Term

This MOU shall come into force with effect from 10 of July 2022 and shall remain in force for a term of three (03) years from the Effective Date until terminated by either of the Parties as provided herein.

However, the rights and liabilities which accrued to either of the Parties prior to such termination shall survive such termination until settled in finality in terms of this Agreement.

2. Project Objective:

Novateur is inter-alia engaged in the business of manufacturing, marketing and sales of various types of switchgears, fuse gear, Wiring devices, MCBs, distribution boards, Uninterruptible Power Supply (UPS) and other electrical components etc.

A. Under the concept of “Centre of Excellence”, GLA & Novateur wish to undertake skill

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development and training of students (Diploma/ Engineering/ ITI) under the 'UPS/ Power Electronic training program', developed jointly by GLA & Novateur.

- B. It is fact that in India there are only very few Companies/ market players in UPS service industry as a result the relevant skills or skilled resources are very limited, rather it is a Niche skill area. On other hand Power industry is booming industry especially after pandemic UPS demand is highly rising in all the industries, hence the people with UPS skill have a huge demand in the market.
- C. Hence it is necessary to build more youth required skills in UPS.
- D. In view of this, **Novateur** in compliance with Section 135 of the Companies Act, 2013 has come up with the Corporate Social Responsibility (CSR) project to provide Skill Development/ Training in UPS and employment opportunity in the Power sector industry in collaboration with GLA University.
- E. **GLA University** is one of the best private technical university in Uttar Pradesh (UP) approved and recognized by the University Grants Commission, NCTE, and Pharmacy Council of India.
- F. **Novateur** would like to engage with GLA University to develop industry-oriented vocational training program/ skill development program to bridge the UPS/ Power industry-academia gap through their Numeric UPS technical service experts team.
- G. Numeric is one of the subsidiary which was acquired by Legrand Group in 2012 - Numeric has an experience of 35+ years and market leader in the field of UPS and Power Electronics. It has a pan India presence with 27 Sales Offices and largest service network in India consisting of 254 service centers.

Operations of the Centre

3. Mobilisation and Enrolment:

GLA shall collect applications and identify deserving students, who are in need and have an aptitude to leverage training either for a gainful employment or becoming an entrepreneur for a sustained livelihood, through a proper screening process.

GLA shall facilitate the process of admission to the Training Course.

4. Curriculum and Training:

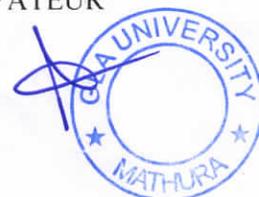
The course conducted in the Centre will be both short term & Long term, joint certificate course with theory, practice and project work as detailed by the content developed by NOVATEUR with additional contents from the institute which will enable the students for better knowledge assimilation and skill development.

The course will be conducted by the trained trainer employed by GLA in the centre.

GLA shall ensure usage of standard Trainee and Trainer kits that include training contents, uniform, and safety equipment.

Some of the general terms of conduct of training are as follows: -

- Conduct training as per content and curriculum developed by NOVATEUR
- Conduct soft skill course & basics of computer for trainees.
- Conduct weekly tests on regular basis.



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- Do all entries in "Progress card" and keep the card updated?
- Ensure proper and perfect maintenance of all equipment.
- Safe keeping of all tools and instruments.
- Maintaining stock register for equipment, tools, instruments and parts.
- Keep all progress cards up to date and preserve them batch wise

5. Certification and Placement:

Centre will certify the students based on continuous evaluation method enabled by the evaluation of the students during the course of the training with weekly evaluations and skills attained. The certificate will be a certificate issued jointly in the names of **GLA** and **NOVATEUR** and **partnering companies and Government bodies**.

Centre will facilitate on campus or off campus placement opportunities to the trainees after successful completion and certification of each batch.

This CEO setup will be exclusively to be utilised for the UPS technical training purpose with party 1 only and lab setup equipment's or curriculum should not be shared or disclosed to any third party.

This MOU does not confer any exclusivity of arrangement between **GLA** and **NOVATEUR**.

6. Funding and Sustainability

NOVATEUR will set up the centre at **GLA** by providing the hardware and training material equipment with necessary tools, UPS training Lab equipment's, safety equipment, course modules and trainer and trainee manuals.

NOVATEUR shall do the train the trainer program to the nominated trainers from GLA.

NOVATEUR shall provide necessary guidance support for the theoretical or practical sessions as necessary to ensure the execution of the training program as per the required quality.

NOVATEUR shall provide specialist session theoretical or practical to the trainees by their industrial experts as necessary

NOVATEUR shall not be involved in providing actual training, supervising the training activities, or managing the affairs of the training center.

GLA will provide the space and necessary infrastructure including building and utilities for the set up.

NOVATEUR will make efforts to identify suitable relevant associations, who can contribute technically for mutual benefit and for the relevant authorised/ recognised certificate for the beneficiaries. No monetary grant shall be made by NOVATEUR.

7. Representations and Warranties

Each Party represents and warrants that:

It is a COE which has been duly formed and is validly existing and in good standing and under the laws of the jurisdiction where it is formed.

It has all requisite power and authority to execute, deliver and perform its obligations hereunder.



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It has full power and authority to enter into and perform its obligations under the Agreement, and that the execution of the Agreement and performance of its obligations hereunder do not violate applicable laws or regulations or constitute a breach of any contract or obligation to which it is a party.

8. Confidentiality

For the purpose of this MOU, "Confidential Information" shall mean: (a) all information, whether written or oral, disclosed by the disclosing Party (hereinafter referred to as "**Disclosing Party**") to the receiving Party (hereinafter referred to as "**Receiving Party**") either directly or indirectly, any information that relates to the arrangements and negotiations noted herein; and (b) shall also include without limitation, information about individual, company, prospective business partners, costs, prices, finances, business plans, or personnel, or any other disclosed information.

Confidential Information, however, shall not include any information which the Receiving Party can show:

- i. Is in or comes into the public domain otherwise than through a breach of this Agreement or the fault of the Receiving Party; or
- ii. Was already in its possession free of any such restriction prior to receipt from the Disclosing Party; or
- iii. Was independently developed by the Receiving Party without making use of the Confidential Information; or
- iv. Has been approved for release or use (in either case without restriction) by written authorization of the Disclosing Party.

The existence and terms of this MOU are confidential and shall not be disclosed to a third party. Additionally, both the Parties will undertake steps to keep confidential any information in hard or soft form accumulated from any of the Parties that may be deemed sensitive or inappropriate for disclosure to any third party.

9. Force Majeure

Neither Party shall be liable for any delay or failure in performing any of its obligations hereunder, if such delay or failure is, either wholly or partly, due to force majeure conditions such as floods, earthquakes or other acts of God, or any acts of any governmental body or public enemy, wars, riots, terrorism, embargoes, epidemics, fires or any other causes, circumstances, or contingencies beyond the control of such Party.

The Party affected by such force majeure condition shall notify in writing the other Party of the nature and extent thereof, and shall, to the extent reasonable and lawful under the circumstances, use its best efforts to remove or remedy such cause as soon as possible.

If the force majeure condition in question prevails for a continuous period of 14 days, the Parties shall enter into bona fide discussion with a view to alleviating its effect on this Agreement by agreeing to such alternative arrangement as may be fair and reasonable.

This MOU shall be executed in two counterparts, each of which shall be deemed as original, but all of this together shall constitute one and the same instrument.



For NOVATEUR ELECTRICAL & DIGITAL SYSTEMS PVT. LTD.

Signature

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10. SCOPE OF THE MOU

The scope of work of the parties shall be as under:

Role of GLA:

- i. GLA shall provide the space for the “Centre of Excellence” as per the requirement provided by Novateur
- ii. GLA shall coordinate with the Numeric UPS technical team for Syllabus Customization, Lab setup, formulation of the course design, modules for the training
- iii. GLA shall provide the required basic infrastructure (Electricity, Wiring & Earthing, Power requirements, Furnitures, Water, etc..) for setup of COE
- iv. GLA shall coordinate with Novateur for the Train the Trainer Program, Training Materials, Execution and Quality of the training as per the requirement.
- v. GLA shall ensure students Mobilization, Enrolment and Registration and maintaining all the training records including attendance for each batch
- vi. GLA should abide to conduct training to number of students as agreed in a year
- vii. GLA shall prepare detailed Training and Student Progress report and facilitate timely inspection and assessment by Novateur as per the milestones and training Plan.
- viii. GLA shall manage the OPEX and maintain the centre and equipment's (including the standby/spares) provided by as per the requirement standards.
- ix. GLA shall permit centre access/ Centre visit/ Audit to Novateur authorities as and when required. GLA shall maintain all Physical records of assets and training records which shall be furnished to the Novateur CSR team whenever required.
- x. GLA shall regularly monitor the effective execution and working of the Centre and will update Novateur.
- xi. GLA shall ensure to execute the program within the given timeline and if any unforeseen situation arises (Disaster/ Pandemic/ Lockdown) the appropriate action will be proposed in discussion with Novateur CSR team.
- xii. GLA will support the Novateur UPS expert Panel to organise Specialist Session (Theoretical Practical) as per the agreed schedule.
- xiii. GLA will support Novateur for Assessment & Certification of the students at end of the training sessions.
- xiv. GLA shall oversee the entire execution of training program and COE overall setup, maintenance and management.
- xv. GLA shall facilitate campus placement in coordination with Novateur for all students after their successful completion of Program.
- xvi. GLA shall give utilization certificates of money to Novateur at the time of milestone as shall be specified in project agreement.
- xvii. GLA shall not shift/ transfer/ sell any of the equipment's sponsored for the centre by the Novateur without Novateur's approval.
- xviii. That in the event of any liability arising out of failure to observe or non-compliance of any such Laws by GLA in discharge of its obligations under this agreement, GLA shall bear all the resultant liability(ies) whatsoever, if any arising out thereof and that the Novateur and its management shall not be liable for any such liability(ies)
- xix. GLA shall provide original invoices for all the training materials procured in the process of execution of the “Legrand COE”.



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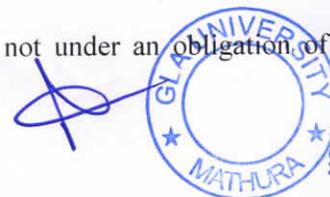
- xx. GLA shall provide video recording and photographs of all training events.

Role of Novateur:

- i. Novateur shall provide the equipment's and installation assistance required for the Legrand COE.
- ii. NUMERIC SMEs will train the GLA identified faculties & the GLA trainers will ensure to administer the program as per Numeric standards.
- iii. Novateur shall support the GLA team for content design, program building and finalising the training syllabus.
- iv. Novateur shall work with GLA communication team for display materials, training materials Banners, Posters/ all communication materials as and when required.
- v. Novateur shall provide visiting faculties/ Specialised Sessions by the UPS industry experts (Physical/ Virtual) as and when required.
- vi. Novateur shall facilitate students Assessment and Certification in coordination with GLA trainers at the end of each session.
- vii. Novateur shall oversee the entire execution of training program and COE overall setup and management.
- viii. Novateur shall support GLA to facilitate Campus hiring for the students towards their employability.

11. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

- 11.1 "Confidential Information" means and includes all business, financial, technical and other data and information relating to the business, operations, products, services, or solutions of either Party ("Disclosing Party") disclosed to the other Party ("Receiving Party") for the purposes of this MOU.
- 11.2 Each Party agrees that Confidential Information is and shall be confidential and proprietary to the Disclosing Party and where it is the Receiving Party, agrees not to disclose Confidential Information to any third-Party without the express written permission of the Disclosing Party. The Receiving Party shall take all necessary precautions to maintain the secrecy and confidentiality of such Confidential Information. However, a Receiving Party may reveal Confidential Information disclosed by the other Party to those of its employees, representatives, and affiliates (collectively "Representatives") who have a need-to-know, provided the Receiving Party puts similar obligations of confidentiality on such representatives.
- 11.3 The above obligation of non-disclosure will not be deemed to restrict a Receiving Party from using and/or disclosing any of the Confidential Information which:
- a) is or becomes publicly known or comes within the public domain without the breach of this MOU,
 - b) was legally known to it prior to its receipt thereof from the Disclosing Party,
 - c) is separately developed, whether before or after the date of this MOU, by persons not privy to the Confidential Information,
 - d) has been or is legally disclosed to it by a Third party who is not under an obligation of



confidence, or

- e) is required by law or by any court or governmental agency or authority to be disclosed, in which case the Receiving Party will provide prompt notice of such request or requirement to the Disclosing Party.

11.4 The provisions of Section 3 shall survive termination of the MOU for a period of three (03) years.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 Intellectual Property Rights means all rights in inventions, patents, copyrights, design rights, trademarks and trade names, service marks, trade secrets, know-how and other intellectual property rights (whether registered or unregistered) and all applications for any of them, actual or pending anywhere in the world.

12.2 The Parties undertake: 1) to protect each other's intellectual property, 2) not to use each other's intellectual property without the prior written consent, 3) ensure the confidentiality of such intellectual property within their respective organizations, 4) not to use each other's intellectual property, should this arrangement be dissolved. The Parties agree that neither of them shall gain by virtue of this MOU any rights of ownership of copyrights, patents, trade secrets, trademarks, or any other intellectual property rights owned by the other Party.

13. LIMITATION OF LIABILITY

13.1. In no event shall either Party be liable to the other Party for any special, indirect, or consequential damages, including, but not limited to, loss of revenues, loss of profits, savings, anticipated savings, business, and goodwill even if either party has been advised of the possibility of such damages.

14. RELATION BETWEEN THE PARTIES

14.1. This MOU shall be on a principal-to-principal basis and shall not create any Principal-Agent relationship between the Parties.

15. AMENDMENTS

15.1. No modification or amendment to this MOU shall be binding upon the Parties unless made in writing and signed by a duly authorized official of both the Parties.

16. ASSIGNMENT

16.1. Neither Party shall assign or transfer its rights and obligations under this MOU (in whole or part) without the prior written consent of the other Party. However, Novateur can assign or transfer this MOU to any of its affiliates and/or subsidiaries.

17. SEVERABILITY

17.1. In the event any portion of this MOU is deemed invalid or unenforceable for any reason by a court of competent jurisdiction, the remaining portions of this MOU shall remain in full force and effect.

18. FORCE MAJEURE

18.1. Neither Party shall be liable for damages for any delay or failure to perform its obligations hereunder, if such delay or failure is due to causes beyond its control or without its fault or negligence, including, without limitation, strikes, riots, wars, fires, epidemics, earthquakes, explosions, acts of god or Government or police action or any other cause which is beyond the reasonable control of either Party.

19. TERMINATION



For NOVATEUR ELECTRICAL & DIGITAL SYSTEMS PVT. LTD.

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19.1. Any provision of this agreement that contemplates performance or observance subsequent to termination or expiration of this agreement shall survive termination or expiration of this agreement and continue in full force and effect.

20. NOTICES

20.1 Any notice pursuant to this MOU shall be given in writing and shall be deemed to have been properly given when personally delivered or mailed by certified or registered mail, postage pre-paid, addressed as follows:

Organization: **Novateur Electrical & Digital Systems Pvt LTD,**

Representative: Ms. Abida Aneez

Designation: Head - CSR, Legrand Group India

Address: Novateur Electrical & Digital Systems Private Limited

61-62 Kalpataru Square, Kondivita Road,

Off Andheri Kurla Road, Andheri East,

Mumbai 400059

Organization: **GLA University,**

Representative: Mr. Jaideep Sinha

Designation: Sr. Vice President- Corporate Relations

Address: GLA University, NH-2, Mathura-Delhi Road P.O. Chaumuhan, Mathura-281 406 (U.P.)

21. DISPUTE RESOLUTION & GOVERNING LAW

21.1. Any or all differences, disputes, non-compliance or non-payment arising out of these presents or interpretation thereof shall be firstly resolved amicably by the parties, within a period of 30 days from the date of receipt of notice by either Party from the other Party of any such dispute or difference.

21.2 The courts in New Delhi shall have exclusive jurisdiction to entertain any suit, application, or other proceedings in respect of any claim or dispute arising under this Agreement.

21.3 This agreement shall be governed by and construed in accordance with the laws of India

22. Non-Binding Engagement.

22.1. The parties agree that neither party will be under any legal obligation of any kind whatsoever (including to enter into a future/conclusive agreement) with respect to the opportunities discussed by virtue of this MOU, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations at any time. This MOU does not create a joint venture or partnership between the parties.

23. COUNTERPARTS

23.1. This MOU shall be executed in two original copies so that one each can be retained by each of the Parties. Each of which shall be an original, but all of which shall constitute one and the same instrument.

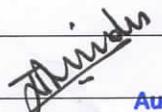


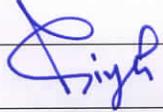
For NOVATEUR ELECTRICAL & DIGITAL SYSTEMS PVT. LTD.



Authorised Signatory

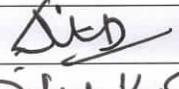
IN WITNESS WHEREOF, THE PARTIES HAVE THROUGH THEIR RESPECTIVE DULY AUTHORIZED REPRESENTATIVES EXECUTED THIS MOU ON THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.

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|--|---|
| Party 1 For NOVATEUR ELECTRICAL & DIGITAL SYSTEMS PVT. LTD. | |
| Signature 1 |  |
| Name | Abida Anag <small>Authorised Signatory</small> |
| Designation | AVP - CSR |
| Place | CIL A, Mathura |
| Date | 09/08/2022 |

| | |
|-----------------|---|
| Parity 2 | |
| Signature 1 |  |
| Name | Mr. Ashok Kumar Singh |
| Designation | Registrar |
| Place | GLA University, Mathura |
| Date | 09/08/22 |

WITNESS

| | |
|-------------|---|
| Signature 1 |  |
| Name | Ravindra Bhaini |
| Designation | Country Head - Service |
| Place | Mathura |
| Date | 09/08/2022 |

| | |
|-------------|---|
| Signature 1 |  |
| Name | Prof. Dilip K. Sharma |
| Designation | Dean IRAC |
| Place | mathura |
| Date | 09/08/2022 |