

MEMORANDUM OF UNDERSTANDING

BETWEEN

GLA University, Mathura

AND

Decibels Lab Private Limited, Bangalore

This Memorandum of Understanding (MoU) is being signed on the 02 Day
of July the year 2024

Between

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 & "GLAU").

And

The Decibels Lab Private Limited, having its office at #2362, 24th Main Road 1st Sector, HSR Layout Bangalore, KA 560102 (India) which expression shall unless repugnant to the context of meaning thereof include its successors and permitted assignees.

Whereas GLA University is offering a wide range of Graduate, Post-Graduate and Doctorate programs. GLA University is approved and recognized by University Grants Commission (UGC), NCTE and Pharmacy Council of India.

Whereas Decibels Lab Private Limited Specializes resource building in EV, BMS, ADAS, Autonomous Vehicles, Embedded & CAE. It provides expertise training and consultancy in form of setting up specialized EV infrastructure set up, online courses, boot camps and consultancy covering Battery Technology, Thermal Management Systems, Motor Controllers, Motors, Battery Management Systems (BMS), Advanced Driver Assistance System (ADAS), Autonomous Vehicles, Embedded Software & CAE.

Both the Parties agree to work in Electric Vehicle Technology and related fields and undertake that specific areas under the MoU may be proposed, formulated and agreed upon by them for

Ashok Kumar Singh
Registrar

GLA University

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P.O. Chaumuhan, Mathura, U.P. INDIA

the implementation of this MoU and for the said areas. GLA University and/or Decibel Labs Private Limited assigned shall consider the same as part of this MoU.

The two institutions will endeavor to cooperate as follows:

1. OBJECTIVES

This MoU aims to build a long-term relationship and to develop healthy and stable arrangements between both the Parties. Any collaborative programs, projects or activities proposed under the auspices of this MoU shall be subject to negotiation, agreement and approval by, and between, the Parties. The forms of these collaborative programs, projects or activities may include but are not limited to:

1. To establish a state-of-the-art infrastructure for Electric Vehicle Research and Innovation Centre (EVRIC) at GLA University, Mathura.
2. Facilitate skill building through EVRIC for students via internships, hands on training and workshops.
3. Promote research, development, and innovation in the field of electric vehicles through Guest lectures and faculty development programs.
4. Provide/receive handholding/mentoring support exclusively for promoting innovation and startups.

The parties will work out a specific plan for any activity mentioned above; and mutually discuss the detailed arrangement for collaboration. The terms and conditions for such activities as deliverables, funding, developers, intellectual property will have to be specified in a separate work specific agreement.

2. ROLES & RESPONSIBILITIES OF EACH PARTY

1. GLA University shall provide the necessary infrastructure and space for setting up Electric Vehicle Research and Innovation Centre.
2. GLA University shall facilitate administrative support and resources required for the smooth functioning of various activities in EVRIC.
3. Decibels Lab shall supply advanced equipment, tools, and technology necessary for the EV Technology Laboratory.
4. Decibels Lab shall provide technical expertise and training to the university staff of the equipment and technology.
5. Decibels Lab and GLA University shall conduct collaborative activities like research projects, workshops, seminars and field projects related to electric vehicle technology.
6. Decibels Lab shall facilitate industry-academia collaboration for skill development and knowledge sharing via guest lectures, industrial training/visits, hands on training workshops, live projects and internships.
7. Decibels Lab and GLA University will offer collaborative internships/short term courses/certificate programs on revenue sharing basis.


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D-Okhla, Mathura, Uttar Pradesh - 201 002

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MoU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1: CO-OPERATION

- 1.1. Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the institution and its related wings. The parties shall keep each other informed of the potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2. First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching/training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3. The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MoU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2: SCOPE OF THE MoU

- 2.1. The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2. Workshop: Second Party will conduct workshop on "Electric Vehicle Technology" and other relevant and related topics in campus or second party lab and site can be utilized for the teachings to the students enrolled in the program.
- 2.3. Industrial Training & Visits: Industry and Institution interaction will give an insight into the latest developments/requirements of the industries: The Second Party to permit the Faculty Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs for the hands-on training of the learners enrolled with the First Party.
- 2.4. Advanced Training: Second party will provide the advanced training to the students whose main objective will be the in-depth approach to the working in Electric Vehicles sector considering the practical approach which will help in Jobs and career building in the sector.
- 2.5. Research, Consultancy and Development: Both parties have agreed to carry out joint research and consultancy activities in the fields of Electric Vehicle Technology and its related and relevant fields.

- 2.6. Project Assistance: Second party will provide the project assistance where they will be able to develop projects on the emerging technology and will be helpful in learning the concepts of the Electric Vehicle sector. The main aim will be to develop such projects which could work on resolving the existing technological issues in society.
- 2.7. Guest Lectures: Second party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in-house requirements.
- 2.8. Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein.

CLAUSE 3:

Hands-on practical sessions.
Mock test and skill evaluation.
Placement assistance.
Referring students to clients.

3. FINANCIAL ARRANGEMENT

The financial arrangement for the co-operative activities undertaken within the framework of this MoU shall be mutually agreed upon by both the Parties on a case-to-case basis, subject to the availability of funds and resources.

4. REPRESENTATION AND WARRANTY

Each Party to this MoU represents that the execution and performance of this MoU is not contrary to any rule, law, statute, internal policy, or any other such order or rule by which such Party is bound.


5. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS/ OWNERSHIP

Each party will protect, its territory, intellectual property rights of the other party in force in their respective countries. All copyrights, design rights, rights relating to computer software or intellectual property rights of the documents produced in support of any activity under this MoU shall remain with the Party owning it.

Ownership of any intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed during the course of this MoU shall be decided through a separate project specific agreement.

6. CONFIDENTIALITY

- a. Confidential information includes all communication of information disclosed in documentary or tangible form between the Parties, including oral, written and machine-readable form, pertaining to the above which is indicated as confidential. In the case of such information disclosed orally or visually, the Disclosing Party shall confirm in writing the fact and general nature of each disclosure within (30) days after it is made.
- b. Confidential information includes information:




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Chaudhary Mathura U.P.

1. Disclosed by, or on behalf of, the Disclosing Party to the Receiving Party.
 2. Otherwise learned or ascertained by the Receiving party from inspection and/or evaluation of sample(s) identified by the Disclosing party as confidential and provided to the Receiving party by or on behalf of the Disclosing Party (sample(s)) and/or,
 3. Otherwise learned or ascertained by the Receiving Party from the Disclosing Party.
- c. The Receiving Party will not disclose confidential information of the Disclosing Party to any other person and use at least the same degree of care to maintain the Information confidential as receiving party uses in maintaining as confidential its own confidential Information, but always at least a reasonable degree of care; due diligence will be taken by both the parties in maintenance of confidential information.
- d. The Receiving Party will use the confidential information only for the above-mentioned purpose.
- e. The Receiving Party will restrict disclosure of the confidential information of the Disclosing Party solely to those employees, subsidiaries, parent and affiliated companies of Receiving Party having a need to know such Information in order to accomplish the purpose stated above.
- f. This MoU imposes no obligation on Receiving Party with respect to any portion of the confidential information received from Disclosing Party which:
- i. Was known to Receiving Party prior to disclosure by Disclosing Party,
 - ii. Is lawfully obtained by Receiving Party from a third party under no obligation of confidentiality,
 - iii. Is, or becomes, generally known or publicly available other than by unauthorized disclosure, is independently developed by Receiving Party,
 - iv. Is disclosed by Disclosing Party to a third party without a duty of confidentiality on the third party.
 - v. Is required by law or decree.
- g. The confidential information shall remain the sole property of the Disclosing Party.
- h. The obligation of non-disclosure of confidential information shall survive for 3 years after expiry/termination of this MoU.

7. SUSPENSION

Each party reserves the rights for reasons of national security, national interest, public order or public health to suspend temporarily either in whole or in part the implementation of this MoU. The suspension shall take effect immediately after written notification has been given to the other party through diplomatic channels.


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8. REVISION, MODIFICATION AND AMENDMENT

Either Party may request in writing a revision, modification or amendment of all or any part of this MoU. Any revision, modification or amendment agreed to by the parties shall be reflected in writing and shall form part of this MoU. Such revision, modification or amendment shall come into force on such date as may be determined by parties.

9. SETTLEMENT OF DISPUTES

The MoU is not intended to create any legal obligations between the Parties. Any difference or dispute between the Parties concerning the interpretation and/ or implementation and / or applicable to any of the provisions of this MoU shall be settled amicably through mutual consultation and / or negotiation between the Parties, without reference to any third party or international tribunal.

In case any disputes arise in implementing the MoU, these shall be resolved by mutual consultation.

10. EFFECTIVE DATE, DURATION AND TERMINATION

The MoU shall commence from the Effective Date and shall continue for a period of 3 years from the Effective Date (hereafter referred to as "Term"). Thereafter, both parties shall review the status of this co-operation and may extend the Term on such conditions as mutually agreed upon.

Notwithstanding the 10 paragraph 1 above, either party may terminate this MoU by notifying the other Party in writing at least Six (6) months in advance of such termination.

10.1 Unless otherwise agreed upon by the Parties, the termination of this MoU shall not affect the implementation of the on-going activities and/or programmes, which have been agreed upon before the date of the termination of the MoU.

11. SINGLE POINT OF CONTACT (SPOC)

Each party shall designate a person or office to serve as liaison for implementing this MoU. The liaison/ SPOC may change from time to time upon notice given to the other party in writing pursuant to this MoU.

For the **Decibels Lab Pvt. Ltd, Bangalore, India:**

Name: Mr. Naveen C S

Designation: Director

Email ID: naveen@decibelslab.com

Contact Number: +91-8951503455

For the **GLA University, Mathura, India:**

Name: Dr. Arvind Kumar Yadav

Designation: Assistant Professor

Email ID: arvind.yadav@gla.ac.in

Contact Number: +91-897938062



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12. INDEMNIFICATION

Both the parties shall indemnify and keep the other party indemnified and harmless against any and all claims, actions, proceedings by third party (including all costs, expenses, damages/ losses) arising out of or in connection with this MoU due to breach of any provisions of this agreement Memorandum of Understanding by such party or as a result of any act of negligence/omission or commission on part of such party and /or its employees, agents etc.

13. FORCE MAJEURE

13.1 Neither party hereto shall be liable for any failure to perform its obligations hereunder to the extent that performance has been delayed, hindered or prevented by any circumstances beyond the reasonable control of that party, including without prejudice to the generality of the foregoing, any act of God, war, riot, civil commotion, strike, lock-out or other form of industrial action or any form of government or supernatural authority intervention.

13.2 The affected party to be able to avail of this clause will be obliged to inform the other party of:

- (a) The occurrence of any such event of force majeure; and
- (b) Resume its responsibilities on the cessation of such force majeure event.

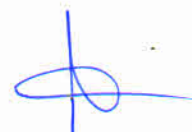
14. MISCELLANEOUS

14.1 Neither party shall use or publicize the MoU in such a manner as to cause any disrepute to the other party and shall not make any statement relevant to this MoU which may reasonably be considered to be misleading.

14.2 If any doubt arises as to the interpretation of the provisions of this Agreement or as to matters not provided therein, the parties to this Agreement shall consult with each other for each instance and resolve such doubts in good faith.

14.3 In case of dispute or difference arising out of, or in connection with, this MoU; the same shall be settled through mutual discussions between GLA University and Decibels Lab Private Limited.

IN WITNESS WHEREOF the parties hereto have signed & executed this memorandum in presence of each other and in presence of attesting witnesses.



Ashok Kumar Singh

Registrar

GLA University


17 Km. Stone, NH-2, Mathura-Delhi Road
PO -Craunahan Mathura (U P) INDIA

For and on behalf of GLA University



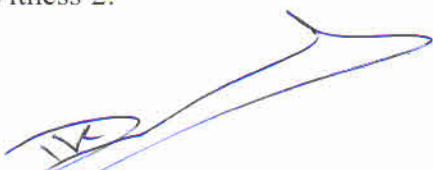
Mr. Ashok Kumar Singh
Registrar

Date: - **02-07-24**
Ashok Kumar Singh
Registrar
GLA University
17 Km. Stone, NH-2, Mathura-Delhi Road
Witness 1: P.O. Chaumuhan Mathura (U.P.) INDIA




Prof. Dilip Kumar Sharma
Dean International Relations &
Academic Collaborations

Witness 2:



Prof. Vinay Kumar Deolia
Head of Department
Electrical Engineering

For and on behalf of Decibels Lab Pvt. Ltd.



Mr. Naveen C S
Director

Date: - **02-07-24**




Witness 1:



Ms. Srinidhi C V
Business Development Manager,

Witness 2:




Mr. Krishna
Senior Simulation Engineer

For and on behalf of GLA University



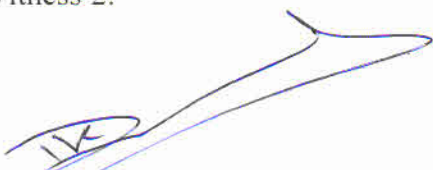
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