



**MEMORANDUM OF UNDERSTANDING**

This MEMORANDUM OF UNDERSTANDING (MOU) is signed on this day  
24/11/2020

**BETWEEN**

**Schneider Electric India Pvt. Ltd.**, a Company registered under the Companies Act, 1956, with its Registered Office at C-56, Mayapuri Industrial Area, Phase – II, New Delhi – 110064 and Office at 9th Floor, DLF Building No. 10, Tower C, DLF Cyber City, Phase II, Gurgaon - 122002. Haryana. Hereinafter referred as "Schneider Electric", as First Party.

**AND**

J.C. Bose University of Science and Technology, YMCA, Faridabad (erstwhile YMCA University of Science and Technology, Faridabad erstwhile YMCA Institute of Engineering, Faridabad) was established in the year 1969, as a joint venture of the National Council of YMCAs of India, Govt of Haryana, and the Central Agencies for Development Aid, Bonn, Germany. The University is situated on National Highway-2, Mathura Road, Sector-6, Faridabad, Pin Code-121006, 30 km from National Capital, Delhi. The University campus is located in the sprawling Faridabad-Ballabgarh Industrial complex Hereinafter referred to as "The University", as second party.

Schneider Electric and the University are hereinafter collectively referred to as 'Parties' and individually as a 'Party'

**Whereas**

Schneider Electric Manufactures electrical equipment and supplies. Schneider Electric focuses on building automation and security, installation systems and control, power monitoring and control, critical power, and cooling services for electrical energy water, mariner, oil and gas, mine mineral and metal, construction sector.

**And**



1  
J.C. Bose University of Science and Technology, YMCA, Faridabad

24/11/2020  
Registrar Office  
Disp. No.....  
Date.....

JC Bose University of Science and Technology, YMCA, Faridabad, erstwhile, 'YMCA University of Science and Technology, Faridabad' was established in the year 1969, as a joint venture of the National Council of YMCAs of India, Govt. of Haryana and the Central Agencies for Development Aid, Bonn, Germany. It started as an Indo-German project with the aim to impart technical education to a developing India on German pattern. The Institute had been granted University status since 1<sup>st</sup> Dec., 2009. (Established by Haryana State Legislative Act No. 21 of 2009 & Recognized by UGC Act 1956 u/s 22 to Confer Degrees). It had been granted 12B status by UGC. University offers 4-year B.Tech. Degree courses in the disciplines of Mechanical Engineering, Information Technology, Computer Engineering, Civil Engineering, Electronics & Communication, Electrical Engineering, Electronics-Instrumentation & Control, and Electronics and Computer Engineering. Post Graduate courses and Ph.D is being offered in all the departments of the University. The University has been conferred "Best upcoming University" award by Associated Chamber of Commerce and Industry (ASSOCHAM) of India in Feb., 2014 under National Education Excellence. The University has also made its mark in NIRF ranking under engineering category.

**THIS HAVING BEEN EXPLAINED, THE UNDERSIGNED HAVE AGREED AS FOLLOWS**

**Article 1: Project description**

Schneider Electric is actively working with various education providers and universities to reach out to target audience, so as to create knowledge-based quality workforce in the market by feeding quality curriculum backed by systematic experiments through practical exercises. The University has setup PLC and SCADA Lab/Industry Training Centre with advise from Schneider Electric for imparting industrial training to the engineering/technology students of the University to create a large reservoir of highly qualified manpower in all fields related to electricity, automation and energy management

Taking this further, after seeing the complete plan and objective shared by the University, Schneider Electric is expressing our equal interest to be an industry partner to enable cooperation between the Schneider Electric and the University. This cooperation between Schneider Electric and The University will assume certain responsibilities and obligations involved in enabling the delivery. This instrument MOU is issued to align the University in order to understand and to prepare joint operations so as to meet milestones in establishing industry academic relations.

**Objectives**

1. THE UNIVERSITY intends to establish a complete value chain, which will produce skilled artisans for job market, also it will cater to the needs of other category of people that includes:
  - i. Student pursuing engineering/technology graduation
  - ii. Post graduate students working on thesis and projects
  - iii. Students/Faculty pursuing doctoral studies with specific research opportunity
  - iv. Experienced skilled artisans
  - v. Overseas talent resources
  - vi. Technical and Environment related project groups



2

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24/11/2020  
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J.C. Bose University of Science  
and Technology, YMCA, Faridabad

- THE UNIVERSITY will engage and work closely with Schneider Electric as the "Principle Partner" part of this initiative.
3. To ensure successful implementation of the programs, macro level deliverables of both organizations are identified and it is given for common understanding and alignment.

#### Article 2: Scope of responsibilities of Schneider Electric

1. Recognition of the University as "Training and Education Partner"
2. Assist the University in establishing and improvising world-class infrastructure pertaining to electrical, automation, energy management and renewable Energy and its associated areas.
3. Assist the University in designing and layout of all labs/workshops that are required to deliver practical's and project assistance.
4. Design course curriculum and course content surpassing growing industry demand in all segments of Electricity, Automation and Energy Management
5. Assist the University in preparing examination papers, assessment models and practical models.
6. Train the trainer of faculties, for one time at the site of the University.
7. Assist in making contact of the University with the French Ministry of Education for discussions and engagements for international exchange of students and teaching staff between the University and similar Technical schools in France

#### Article 3: Scope of responsibilities of THE UNIVERSITY

1. Create necessary facilities to setup the lab and infrastructure to conduct the mutually agreed programs including lab and workshop investment
2. Conduct the programs, examination, practical's, assessments and project review in mutual consultation with Schneider Electric
3. Continuous on going feedback to Schneider Electric for information and timely support when needed

#### Article 4: Certification of Trainees after completion of training course

Successful trainees and trainers will be co-certified by Schneider Electric and the University after an exhaustive evaluation.

#### Article 5: Effective date and duration of the MOU

- a) This MOU shall be effective from the date of its signature by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 3 years from the date of signing of both the parties.



3

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24/11/2020  
Registrar  
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6: IPR  
This regarding publications, patents, royalty, ownership of software/design/product developed etc.  
under the scope of this MOU, shall be decided by the two parties by mutual consent.

**Article 7: Confidentiality**

During the tenure of the MOU both the University and Schneider Electric will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both the parties shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both the parties shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use. CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which: (a) is or becomes publicly available through no fault of the receiving party, (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information; (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party (d) is rightfully obtained by the receiving party from a third party or is in the public domain (e) is disclosed with the written consent of the party whose information it is, or (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

**Article 8: Amendments**

Any amendment and/or addenda to the MOU shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the MOU and have the effect of modifying the MOU to the extent required by such amendment or addenda

**Article 9: Communication**

Any communication made to the official email Id by email or speed post should be given in preamble of this MOU.

**Article 10: Termination**

This MOU may be terminated in the following cases:



4

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24/11/2020  
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- any of the Parties subject to 1 month prior notice without assigning any reason to each other;
- if any Party fails to comply with the conditions stipulated in the MOU. subject to 1 month prior notice;
- iii. without any notice, by the University, if Schneider Electric fail to comply with one of the clauses of this MOU;
  - iv. without any notice, by Schneider Electric, if the University fail to comply with one of the clauses of this MOU;
  - v. the discontinuation of the business activity of one of the Parties.
  - vi. However, the MOU may be extended after the expiry of 3 years. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU till the completion of that on going programme the parties have to cooperate with each other and after that they can terminate the same without assigning any notice.

#### Article 11: Applicable law - Jurisdiction

The parties shall refer any dispute arising out of or in connection with the MOU to arbitration, as per the Indian Arbitration and Conciliation Act, 1996 or any amendment or re-enactment thereof. For resolution of any Dispute, the parties shall select sole arbitrator with mutual consent in accordance with Rules of Indian Council of Arbitration. Arbitration proceeding shall take place in Faridabad. Any award made by the arbitrator shall be final and binding on the parties. The language of the arbitration shall be English. Any dispute concerning the form, execution, interpretation and/or termination of the MOU which cannot be settled through arbitration shall be submitted to the exclusive jurisdiction of the Courts of Punjab & Haryana High Court Chandigarh.

#### Article 12: Miscellaneous

This MOU expresses large interest and working boundaries of Schneider Electric and its associates with The University. This instrument is not binding and obligations/deliverables expressed are macro level understanding and does not hold Schneider Electric any responsibility in actual. This MOU does not hold Schneider Electric liable in any form to provide any sort of employment to the students, faculty, employees or the management of the institute.

#### Article 12: Assignment

No party can assign this agreement to any other party.

#### Article 13: Notices:-

All notices, approval, instructions, demand and other communications given or made under this agreement shall be made in writing on the registered address given in the preamble/in first para

#### Article 14: Severability: -



24/11/2020  
Registrar  
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and Technology, YMCA, Faridabad

5


... provisions of this Agreement became invalid unenforceable or prohibited by law such provisions shall be considered as inoperative and reminder will be operative and shall continue remain valid.

**Article 15: Force Majeure: -**

The parties shall not be liable for any failure or delay in its performance under this Agreement due to acts of God, acts of civil or military authority, fires, epidemics, floods, earthquakes, riots, sabotage or disruptions, of production facilities, system failure technical mishaps, hacking, internet disruptions, loss of data, communications failure, strikes, work stoppages, or other industrial disputes.

This instrument MOU should be considered as first document bringing both organizations together with large interest to work together in a platform on various projects of mutual interest.

The MOU is established in English  
Executed in India on \_\_\_\_\_ in two originals

<p>For The institute</p> <p>Name: <u>Dr. Sunil Kumar Gang</u></p> <p>Designation: <u>Registrar.</u></p> <p>Signature: <u>[Signature]</u> 24/11/2020</p>	<p>For Schneider Electric India Private Limited</p> <p>Name: <u>Mr. Sandeep Agerwal</u></p> <p>Designation: <u>Director</u></p> <p>Signature: <u>[Signature]</u></p> 
<p>Witness:</p> <p>Name: <u>Dr. Poonam Singh</u></p> <p>Designation: <u>Chairperson of Prof</u></p> <p>Signature: <u>[Signature]</u> 24/11/2020</p>	<p>Witness:</p> <p>Name: <u>Mr. Sehul Shah</u></p> <p>Designation: <u>Deputy Manager</u></p> <p>Signature: <u>[Signature]</u></p>

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