



MINISTÈRE
DE L'ÉDUCATION NATIONALE,
DE L'ENSEIGNEMENT SUPÉRIEUR
ET DE LA RECHERCHE



NEW HORIZON
COLLEGE OF ENGINEERING

AUTONOMOUS COLLEGE For the entry Mode as per UGC Approval No. 15/2005
Approved by NAAC with 'A' Grade

This non-binding memorandum of understanding "MOU" is to understanding establish a, understanding on centre of excellencespecialised to train teachers, young engineering studentsand customers of Schneider Electric.

AMONG:

1. **The French Ministry of National Education**, represented by Mme. Marianne de Brunhoff, Director to European and international relations and cooperation of the French Ministry of National Education, hereinafter referred to as "**MEN**", having its registered office 110 rue de Grenelle, Paris 75007, France.
2. **Schneider Electric India Private Limited**, represented by Mr. Srinivas Chebbi, President – Buildings Business, Greater India Zone, International Operations, hereinafter referred as "**SEI**", having its registered office at 9th Floor, DLF Building No. 10, Tower C, DLF Cyber City, Phase II, Gurgaon - 122002. Haryana.
3. **New Horizon College of Engineering** represented by Dr. Mohan Manghnani, Chairman, hereinafter referred to as "**NHCE** ", having its registered office at New Horizon College, Ring Road, Near Marathalli, Bangalore – 560 103, INDIA

THE MEN, SEI and NHCE are hereinafter collectively referred to as 'Parties' and individually as a 'Party'

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I. PREAMBLE:

Considering the common desire to develop, within an international framework of "academic-industry" links, training programs in continuing education for technical teachers, training of young engineers and technicians and to prepare them for the job market in the field of electricity, automation and energy management. In addition, the program will also allow to train customers of Schneider Electric. The parties undertake a sustainable approach for exchange and cooperation in order to:

1. Establish and run a Centre of Excellence (CoE) in the field of Electricity, Automation and Energy Management within the premises of NHCE in Bangalore, India to train teachers, engineering graduates, technicians and customers of Schneider Electric.
2. Create training courses in initial and continuing education in electricity, automation and energy management

THIS HAVING BEEN EXPLAINED, THE UNDERSIGNED HAVE AGREED AS FOLLOWS

II. PRESENTATION OF THE ALLIANCE UNDERSTANDING:

1. MEN

The Direction to European and international relations and cooperation (DREIC) of The French Ministry of National Education (MEN) coordinates and organises the development of exchange and cooperation between the different systems of education in numerous countries.

The Department promotion of mobility and the international trainings of the DREIC is specifically in charge of the development of international partnerships of technical and vocational training, relying systematically on "academic-industry" links.

MEN

2. SEI

The purpose of SEI program for education is to create Industry academic links and to promote Industry relevant education and modern teaching pedagogy in electricity, automation and energy management. SEI aims to share its experience and knowledge in the field of electricity, automation and energy management with academic institutions for engineers and technicians not only to learn the jobs and skills for now but also to prepare the future.

SEI has the following missions

- i. Training of trainers and young engineers and technicians in the field of electricity, automation and energy management
- ii. Training the customers of SEI
- iii. Building responsible communities that recognizes the importance of conserving energy and environment.

3. New Horizon college of Engineering

NHCE is affiliated to Bangalore University, Karnataka and is one of the leading educational institutions of the state endeavouring to provide excellent education and over all grooming to aspiring leaders. Its mission is to create world class professionals by enlightening, educating, inculcating and imbibing a sense of professionalism in every student. Besides a thorough training and instruction on the curriculum based module imparted by the most efficient set of faculty members, meticulous effort is also made to hone the required skills in the students to create well-groomed professionals competent enough to make their presence felt in the international stage.

The objectives for each partner in the actions outlined in this MOU:

1. For MEN

- i. Promotion of French know-how in pedagogical engineering in the field of technical education, especially for engineers and technicians

- ii. Promotion of the « Academic-Industry » concept ensuring vocational training in line with market needs
- iii. Participation in the setting up of a strategic course of study for technical and pedagogical training of Indian teachers,
- iv. Exposure and skills' development for the French professor on long-term mission in Bangalore
- v. Creation of educational exchanges with India

2. For SEI

- vi. Contribution in an efficient way to the aims of responsibility to society of the company in India
 - i. Participation in the training of Indian technical teachers, engineering students, technicians and its own customers
 - ii. Participation in the standardization of the curricula in the training programmes
 - iii. Participation in the modernisation of training programmes
 - iv. Having the expertise of the French professor on long term overseas assignment at the CoE.

3. For New Horizon college of Engineering

- i. Getting technical and pedagogical help through the presence of a skilled expert deputed from the French Ministry of National Education, specialised in electricity, automation and energy management, on long term assignment in Bangalore
- ii. Development of a course of study for training of trainers in rapidly evolving sectors in terms of technology and teaching methods in partnership with companies,
- iii. Promotion of the skilling ecosystem through an international partnership in technical education with the world leader in electricity, automation and energy management
- iv. Enrichment of its expertise by the development of an educational cooperation with the French Ministry of National Education,
- v. Having a modern technical platform for training in electricity, automation and energy management
- vi. Making available programmes in continuing education for Indian technical teachers,
- vii. Displaying new pedagogical strategies by developing sustainable « Academic-Industry » links.
- viii. Making optimum use of the Centre of Excellence (CoE) for Training of Trainer (ToT), Training of Assessor (ToA), high end research and innovation, content development, consultation on various technical matters, etc.

5.

III. AIM AND METHOD OF THE ALLIANCE TO ESTABLISH AND RUN THE CENTER OF EXCELLENCE IN THE FIELD OF ELECTRICITY, AUTOMATION AND ENERGY MANAGEMENT

1. AIMS OF THE PARTNERSHIP

This French-Indian collaboration understanding (hereinafter referred to as the "MOU") is to define the conditions in which the parties agree to create and run one Centre of Excellence situated in the premise of NHCE in Bangalore, India. For the parties signing this MOU, the aims are to pool resources and expertise in order to upgrade knowledge and professional skills of teachers, students and customers of SEI by organising training programmes in initial and continuing education, ensuring sustainable access to the job market for engineers and technicians in the field of electricity, automation and energy management.

Within the framework of collaboration between the MEN, SEI and NHCE this MOU will enable:

- i. Setting up of "academic-industry" link,
- ii. Participating in the design of frames of reference for training, study of new approaches in teaching methods,
- iii. Standardizing and enriching existing training programs for Engineering colleges in electricity, automation and energy management
- iv. Training of teachers and young engineering students of NHCE and customers of SEI in electricity covering areas of electricity, automation and energy management. In addition, topics like renewable energy, electricity generation and transmission etc.
- v. Putting in place a high level technological platform,
- vi. Joining a national and international network of Centres of Excellence.

2. CONSTITUTION OF THE CENTRE OF EXCELLENCE

- i. Nature and name of the CoE

The parties agree that the centre should be called:

("Center of Excellence Indian-French in Electricity, Automation and Energy - Schneider Electric").

In concluding the present MOU, the parties hereby confirm that they have not agreed to form a company or any kind of corporate body.

The term "

Center of Excellence Indian-French in Electricity, Automation and Energy - Schneider Electric" used in the present MOU therefore does not designate a centre with its own legal entity, but refers exclusively to material and human means and resources as a whole, put in place by the parties according to the clauses of this MOU.

3. THE SITE OF THE COE

The CoE will be situated within the premises of NHCE in Bangalore, India the complete address of which is: New Horizon College, Ring Road, Near Marathalli, Bangalore - 560 103, INDIA

4. TRAINING PROGRAMMES CARRIED OUT WITHIN THE CENTRE OF EXCELLENCE

The Training Centre carries out vocational training programmes in initial and continuing education in the fields of Electricity, automation and energy management. The frames of reference are to be presented to the Governing Board (see article IV.1.iii)

- i. Training courses will be modules from a few weeks to a few months depending on the subject and the level of the training decided in mutual discussion between all the parties.
- ii. Modules for trainers to upgrade skills to be up to date with the latest technology and practices, practical and pedagogical.
- iii. Training of trainer's guide.
- iv. The training centre will primarily focus on training the trainers and students
- v. The training centre will be open to all customers of SEI from requests from SEI in consultation with Governing Board.
- vi. The training centre will be the strong link between academic and industry by facilitating conferences, visits, experts from Schneider Electric who will organise conferences on specific topics.

5. MEANS PUT IN PLACE TO ESTABLISH AND RUN THE CENTRE OF EXCELLENCE

i. Commitments of MEN

- a. Provide its technical and educational expertise by selecting and sending an English speaking professor, specialised in electricity, automation and energy management teaching programme (hereinafter called the "French professor") for a period of three years.
- b. Appoint the professor for a long term overseas assignment within the framework of the decision of the 30th October 1998 (J.O. Numéro 277 du 29/11/1998), it will pay the French professor's salary and all costs related to his expatriation to India, subject to available funding.
- c. May provide aid on specific subjects by sending experts. It will also ensure the follow up of activities of the Training Centre and the French professor by providing additional expertise and assessment opportunities for both the professor and the Training Centre.
- d. The French professor will act as a director and will have the role and duties described in the article IV.2 below.
- e. In the framework of his mission, the French professor will liaise with the French Embassy and the DREIC. The French Professor will follow the visa process and other laws applicable.
- f. If the MEN or the French Embassy in India requests the French professor to travel, the French Ministry of Education or the French Embassy in India will be responsible for all costs related to travel and accommodation.

ii. Commitments of SEI

- a. During the time this MOU remains valid, SEI will provide free of charge advise and technical expertise necessary to set up the CoE.
- b. SEI will provide technical support and expertise required to build the training curriculum and training manuals including assessment and digital training modules to provide the different training.
- c. SEI will participate in the training of teachers in latest techniques and in the drafting of frames of reference in training.
- d. SEI will send employees as a guest faculty to train the trainers on specialized topics. These guest lectures will be organized by SEI in coordination with the directors and the co-director of the CoE.
- e. SEI will engage the research and development department to work closely with the CoE to spark innovation thinking, problem solving and idea incubation for young engineers at NHCE. The research and development department of SEI will work in close coordination with the director and co-directors of CoE.

iii. Commitments of NHCE

- a. NHCE will finance the technical equipment's required to setup the CoE as per the advice of SEI
- b. NHCE will appoint a co-director for the CoE whose duties are outlined in article IV.2 below and an Assistant, both from electrical background
- c. NHCE will make available free of charge a building with minimum 5000-6000sqft floor area on which there will be:
 - Teaching workshop
 - Two rooms for classes and office space for the director and the co-director
- d. NHCE will make available free of charge on the premises of the CoE
 - Communication and energy (water, electricity, heating or air conditioning, etc.) networks
 - Standard furniture (Desks, chairs, tables, Safe Multi-storage cabinets, whiteboards, billboards, desk lamps, etc.) and audio-visual equipment (projectors, screens, speakers, TV, slide projectors, etc.)
 - Computer equipment
 - For the office: 2 computers for director and the co-director with office software, 1 copier/printer/scanner
 - For the teaching area: 12 computers, printer, etc.
 - For both access to High Speed broad band internet,
- e. Phone and land line.
- f. NHCE will be responsible for day to day operation of CoE
- g. NHCE will allocate a yearly budget to CoE to organize promotion and reports which must be validated with the governing board
- h. NHCE will recruit and pay its faculty for training and teaching at the training centre.
- i. NHCE will mobilize the trainers and students from the different engineering trades relevant to undergo training at the CoE in the field of electricity, automation and energy management.

6. COMMUNICATION

- i. NHCE must create communication and distribute regularly the performance and the impacts of the project with SEI and the MEN in electronic and print media. All the communication must be validated by SEI and the MEN before it is made public.
- ii. The undersigned permit themselves mutually to put forward of their partnership, thanks to this MOU. To this end, NHCE will send regularly to SEI and to the MEN the elements such as photos or videos (duty frees) that could allow an efficient communication.
- iii. SEI and MEN permit themselves reciprocally to use their logos on their communications, websites and Intranets.

7. PROMOTION

The partners of this MOU, aware of the interest of promotion of the CoE, will take part whenever possible, with the approval of the governing board, in events, (conferences, seminars, workshops etc) organised in India involving participants from industry and the world of education.

The partners will inform one another of their intentions to do information folders or press conferences in relation to the CoE.

In addition to this, the CoE:

- i. Will receive visitors at the request of one or more than one partner,
- ii. Will address all levels (managerial, professional) industries, universities and research centres with the aim to:
 - a. Contribute to the promotion of Schneider Electric technologies,
 - b. Transfer best practices to Indian industries,
 - c. Support training initiatives in the fields of electricity or automatism or energy management

The Training Centre may publish its annual report after approval from the governing board.

8. RIGHT TO USE TECHNICAL AND PEDAGOGICAL PRODUCTIONS OF THE TRAINING CENTRE

The technical and pedagogical productions of the training centre shall vest with the training centre and shall be managed by the director and the co-director of the centre of excellence who may only use them to ensure a sustainable training centre for the purpose of training teachers, young engineering students, technicians and customers of SEI. To use these productions, for other purposes than those described above, the approval of all the members of the governing board is required.

9. RESOURCES AND FUNDING

Each partner of this MOU will bring his own resources and necessary funding to carry out his commitments, subject to available funds.

IV. IMPLEMENTATION OF THE PARTNERSHIP

1. ORGANISATION

- i. Legal, administrative, executive direction of the CoE

The legal, administrative and executive direction of the CoE is entrusted to the chairman of the governing board or his designate.

- ii. Direction of Educational engineering and operational activities of the COE

The direction of educational engineering and operational activities of the Training Centre is entrusted to the director and the co-director in liaison with the governing board.

- iii. The Governing Board

The partners agree to set up a governing board (hereinafter referred to as "Governing Board").
Chairman of NHCE shall be the Chairman of the governing board.

It will include the following permanent members:

- a. One representative from NHCE designated.
- b. One representative from French Ministry of Education designated by the head of department of international mobility, of networks and for the promotion of vocational training, DREIC,
- c. One representative from SEI designated by SEI,
- d. One representative from the French Embassy designated by HE the Ambassador.

The Governing Board will retain its position for the duration of the present MOU and its members will receive no payment for this nomination.

Qualified experts may be invited by permanent members as observers.

The director and the co-director will be invited to report to the meetings.

The Governing Board will be presided by the Chairman of NHCE or his representative.

The Governing Board has the role, among others, of supervising the activities of the centre of excellence, of proposing ways to evolve, of putting in place progress plans, for example.

The Governing Board will meet in India once a year. It will take decisions agreed upon by all its members. The deliberations and decisions of the Governing Board will be the subject of an annual report and of distribution to the members of the Governing Board, by the Chairman.

The Governing Board may meet for an extraordinary session at the initiative of one of its members.

2. ROLE AND DUTIES OF THE DIRECTOR AND THE CO-DIRECTOR OF THE COE

Under the supervision of Chairman of the governing board or his/her designate and in line with the recommendations of the governing board, the director and the co-director are responsible for:

- i. Organisation of the setting up and running of the CoE by defining the activities of the centre in consultation with the Governing board in charge of it,
- ii. Coordination of the work-teams of the CoE and dissemination of the results,
- iii. Assessment of activities and report to the governing board
- iv. Establishing links with, representing and promoting the project to institutional partners (government ministries), technical and financial partners, other Indian training centres and the French Embassy in India.
- v. Aiding in their work for the development of training activities for trainers, teachers, through teaching methods relying on links with SEI and based on the carrying out of practical work in laboratories,
- vi. Construction of national and international networks of Training Centres dedicated to jobs in electricity, automated systems and maintenance,
- vii. Application of decisions taken by the Governing Board of the CoE, carrying out of the annual activity plan, Management of everyday affairs and communication with the different parties,
- viii. Preparation of the Governing Board meeting,
- ix. Production of an annual report of activities of the CoE and suggestions for ways to enrich its activities.
- x. The French expert and Director of the CoE will exclusively dedicate 70 percent of his time at the CoE in NHCE to execute the above roles and responsibility together with the co-director
- xi. The French expert and Director of CoE will exclusively dedicate 30 percent of his time to create training content, training manuals, teaching aid which includes training kits and didactic benches, videos, animation and digital learning content in coordination with SEI in Electricity, automation and energy management and related topics. The French expert and Director of CoE will train Schneider Electric customers at the CoE or at the site of the customer if requested by SEI. If SEI requests the training on the site of the customer all travel costs of the French expert will be covered by SEI or the customer directly.

3. COMING INTO FORCE

The present MOU will come into force the day it is signed by all its partners.

4. DISPUTE RESOLUTION

The parties will endeavour to settle any disputes in the context of this MOU by amicable understanding, including all questions concerning its existence, its validity its termination or its implementation.

In case of a difference of opinion, each party will nominate one of its representatives to find a satisfactory solution. In case of failure, an extraordinary session of the Governing Board may be organised at the initiative of one party with a view to examining all the terms of this difference and to resolve it to the satisfaction of all concerned parties. In case an amicable solution is not found after 60 (sixty) days from the date of the meeting of the Governing Board the matter will be referred to an Arbitrator / Arbitrators in accordance with the provisions of the Arbitration Act.

The present MOU is drawn up for a period of three years from the date of the signature of the MoU and may be renewed after understanding of all the concerned parties, for a successive period, as mutually agreed. The parties will meet at least one year before the due date of the current period to decide on its possible renewal. In case of disagreement on the terms of renewal, the present MOU will end at the end of the current period.

ii. Termination of the MOU

The present MOU is drawn up for a period of three years from the date of signature of the MoU. If during this period, the parties cannot agree on the terms or its renewal either party may institute article IV.4 to resolve any differences between the parties to ensure the future renewal of the MOU. In cases where consensus cannot be reached by either party with respect to the renewal of the MOU the MOU may be suspended or terminated. In instances where the MOU is suspended the following shall apply;

- a. The suspension shall only be effective at the end of the current academic year.
- b. In instances where the MOU is terminated at the end of the current period, the following shall apply;
- c. All activities underway (joint projects in particular) beyond that date will also be carried out to its end.
- d. All material and equipment made available to NHCE by SEI will be immediately returned to SEI or donated to NHCE at the discretion of SEI, once the training of the last group has been accomplished.
- e. The French professor will return his original Academy in France.
- f. The parties undertake to do nothing which could suggest that it continues to have a link with the other person in the context of this partnership, the subject of this MOU and undertakes not to mention the name of the Training Centre any more in its communications or promotional activity.

6. PARTICULAR ARRANGEMENTS

Each party undertakes to observe a duty of discretion and confidentiality towards the other partners of this MOU.

The parties reserve the right to ask the Governing Board for the suspension of activities of the CoE if they consider that these activities are against their own interests. In this situation, exceptionally, the parties will put in place the procedures set out in article IV.4.

No party may give or transfer partially or totally any of the rights or obligations set out in the present MOU without the written understanding of the other parties.

Nothing in the present MOU may be considered as giving authorisation or the right of any party to act in the name of another party or to carry out commercial activities in their name, or to do anything which might lead to believe that the authorisation to act in their name had been given by one or more than one other party.

7. OWNERSHIP

- xii. The building, space and fixtures of CoE remain the property of NHCE for all purposes. The proposed Institute is authorised to be used by NHCE as it feels fit.
- xiii. All the training content, training manuals, teaching aid which includes training kits and didactic benches, videos, animation and digital learning content build by the French expert and the Director of CoE and SEI in electricity, automation and energy management and related topics belong exclusively to SEI.
- xiv. NHCE will be provided free of charge access to the training content, training manuals, videos, animation and digital learning content build by the French expert and the Director of CoE and SEI in electricity, automation and energy management and related topics only for the use by NHCE for its teachers and students.

8. CONFIDENTIALITY AND NON DISCLOSURE

The parties recognize that all parties may have access to confidential information and trade secrets belonging to the other and each party desires that such confidential information and trade secrets remain confidential. Each party agrees that all confidential information and trade secrets communicated to the other in any manner (the "Confidential Information"), will be used by the recipient party only as per this alliance understanding. No confidential information will be disclosed by any party to any third party, without prior written consent of the other party. The confidentiality provisions will not apply to any confidential information that (i) was or becomes generally available to the public other than as disclosure by any party in violation of this alliance understanding; (ii) was in the recipient party's possession prior to receipt from the other party; (iii) is independently developed by the recipient party without the use of the other party's confidential information; or (iv) is required to be disclosed by the recipient party by a governmental agency or law, so long as the recipient party provides the other party

with written notice of the required disclosure promptly upon receipt of notice of the required disclosure. Upon demand, the parties shall comply with each other's instructions regarding the disposition or return of the Confidential Information in its possession or control.

9. LIMITATION OF LIABILITY

Except as agreed and provided under this alliance understanding, neither of the parties shall be liable to bear or pay any damages arising out of loss of income, loss of profit, special, incidental, indirect, punitive, exemplary or consequential, to any party including third parties, and all such damages are expressly disclaimed. Parties further agrees that there shall be no against SEI for any claims, losses, damages, costs and expenses arising from or on connection with this MOU.


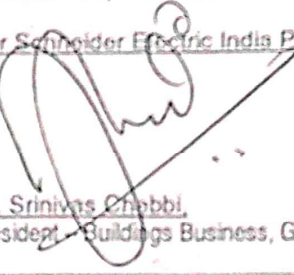
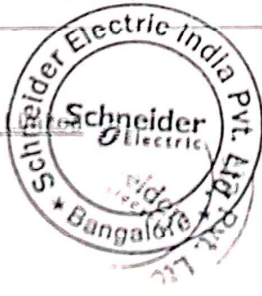


10. MODIFICATION, AMENDMENT, SUPPLEMENT OR WAIVER

No modification, amendment, supplement to or waiver of this alliance understanding or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by authorized representative of the party against whom enforcement is sought. A failure or delay of any party to this alliance understanding to enforce at any time any of the provisions of this alliance understanding or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this alliance understanding.

11. LANGUAGES OF THE PARTNERSHIP MOU

The present partnership MOU is written in French and in English, both versions considered authentic in 5 (five) original copies in each of the two languages. Each signing party will receive a copy in each of the two languages.

Written in four original versions at Bangalore, India on 20th September, 2017

Paris Date: 20 th September, 2017 For The Ministry of National Education, France  Mme. Marianne de Brunhoff to European and international relations and cooperation	
Bangalore Date: 20 th September, 2017 For Schneider Electric India Private Limited  Mr. Srinivas Chhabbi President - Buildings Business, Greater India Zone, International Operations	
Bangalore Date: 20 th September, 2017 For New Horizon College of Engineering  Dr. Mohan Manghnani Chairman	

Bangalore
Date: 20th September, 2017

For The Ministry of National Education, France



Witness:

Bangalore
Date: 20th September, 2017

For Schneider Electric India Private Limited



Witness:

Bangalore
Date: 20th September, 2017

For New Horizon College of Engineering

