

उत्तर प्रदेश UTTAR PRADESH

GF 934226

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made and entered into by and between "TATA MOTORS LIMITED (TML)" and "Shri Ramswaroop Memorial University, Lucknow-Deva Road (SRMU)" on 15th May 2025 with effect from the 15th May 2025. The entities listed above may collectively be referred to as the parties to this MoU.

TATA MOTORS LIMITED (CIN: I.28920MH1945PLC004520), a company incorporated under the Companies Act, 1918 with its registered office at Bombay House, 24, Homi Mody Street, Mumbai - 400001, (hereinafter referred to as "TML," which, unless inconsistent with the subject or context, shall include its legal representatives, successors, and permitted assigns);

AND

Shri Ramswaroop Memorial University, Lucknow-Deva Road (SRMU) is a NAAC accredited university recognized under section 2(f) of University Grant Commission (hereinafter referred to as 'UGC') and established by the Lucknow State Legislature under "The Shri Ramswaroop Memorial University Act" in the year 2012, located at Lucknow-Deva Road, District – Barabanki (UP) (hereinafter referred to as "SRMU") which, unless inconsistent with the subject or context, shall include its legal representatives, successors, and permitted assigns. The university has affiliations, recognitions and memberships from such statutory and affiliating bodies as University Grant Commission (hereinafter referred to as 'UGC'), All India Council of Technical Education (hereinafter referred to as AICTE), BCI (Bar Council of India), PCI (Pharmacy Council of India),

[Handwritten Signature]
NOTARY
District H.O.
Barabanki
04-05-2025

NOTARY
Brajesh Kumar
District H.O.
Barabanki (UP)
19 NOV 2024

I identify the deponent who has signed/put before me.

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श्रीमान (श्री) श्री सुब्रह्मण्यम्, पत्नी श्री यशोदा

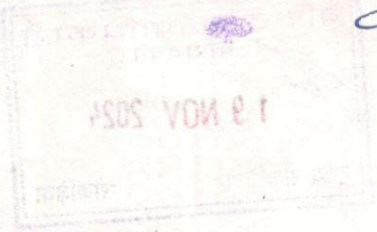
निवासी देव प्रसाद

ग्रहसील जनपद कुशीनर

बृजेश कुमार शर्मा

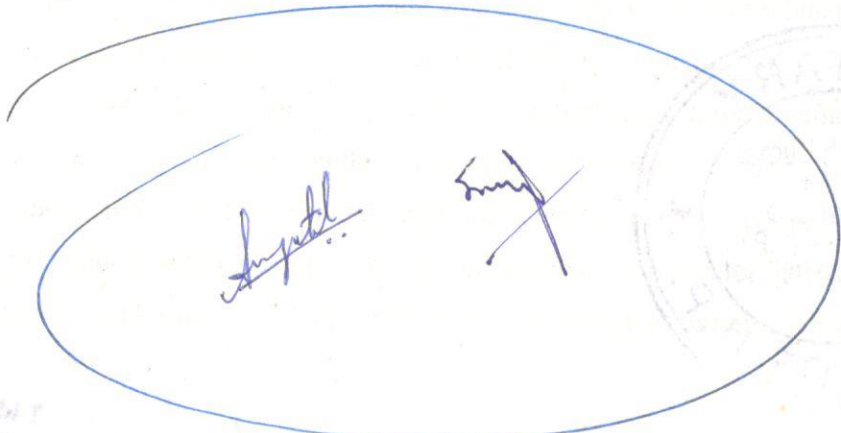
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20-03-2025



Attested Signature of Sri/Smt.
who has been Identified by Sri.
Advocate Barabanki

NOTARY
BARABANKI
04-04-2025



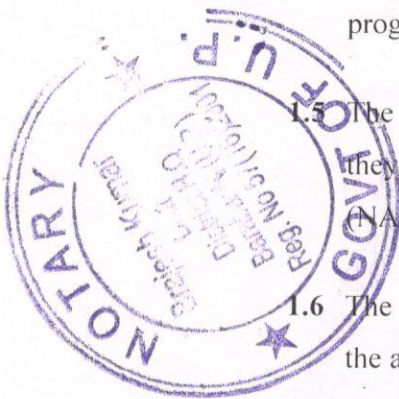
NCTE (National Council for Teachers Education), COA (Council of Architecture), AIU (Association of Indian Universities).

1. TML and SRMU shall hereinafter be referred to individually as a "Party" and collectively as "Parties" Whereas it is agreed and referred as follows;

- 1.1 TML is engaged in the business of manufacturing automobile with the objectives of offering innovative mobility solutions.
- 1.2 SRMU is UGC recognized state private University, and offer programs in the domains of engineering & technology, management, commerce, biosciences and biotechnology, pharmacy, English, mass communication, law, education.
- 1.3 TML, in association with SRMU is desirous of partnering with Quess Corp Ltd.(NAPS Stakeholder) wherein Quess is India's leading business services provider of technology enabled staffing and manages outsourcing services across processes such as sales & marketing, customer care, after-sales service, back office operations, telecom operations, manufacturing Operations, facilities and security management, HR & F&A operations, IT & mobility services and other allied services to various industrial and commercial establishments throughout India.
- 1.4 SRMU has agreed to offer Diploma in Mechatronics Engineering program and placement assistance under the National Apprenticeship Promotion Scheme (NAPS) to the eligible apprentice candidates deployed by Quess Corp Ltd. at TATA Motors Limited. The collaboration aims to impart employable skills to youth through diploma program and also assist trainees with placement opportunities.

1.5 The TML, SRMU, and Quess Corp Ltd. will ensure that the candidates understand they are engaged as 'Apprentices' under National Apprenticeship Promotion Scheme (NAPS).

1.6 The Quess Corp Ltd. shall be solely responsible for payment of applicable stipend to the apprentices.



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2. NOW THIS AGREEMENT WITNESSETH THE TERMS AND CONDITIONS DETAILED HERE UNDER:

2.1. Definitions:

Unless the context otherwise requires or unless otherwise defined or provided for herein, the capitalized terms used in this Agreement shall have the following meanings;

- a) "**Act**" means the Apprentices Act, 1961 and the rules, regulations, circulars, or guidelines made thereunder, from time to time.
- b) "**Apprenticeship training**" is a course of training in any industry or establishment. Apprenticeship training consists of on-the-job-training (OJT)/practical training at workplace.
- c) "**Apprentice**" is a person who has entered into a contract of apprenticeship with NAPS stakeholder for apprenticeship training under the Apprenticeship Act.
- d) "**Scheme of study**" means detailed study plan or syllabus outlining of curriculum approved by statutory body of the university that will be syllabus will be taught to the apprentice candidates and assessed
- e) "**Diploma in Engineering**" means 3 years / 2-year Diploma in Engineering (Mechatronics) to be awarded at the end of successful completion of the program and corresponds nomenclature as approved by theoretical and practical instruction related to the trade in which on the job training is to be imparted;
- f) "**On-the-job Training**" means the technical and/or non-technical on the job practical training in the designated trade to be provided by TML to the Apprentice(s), at the premises of TML;
- g) "**Optional Trade (OT)**" means any trade or occupation or any subject field in engineering or non- engineering or technology or any vocational course as may be determined by NAPS stakeholder for the purposes of the Act and not covered under Designated Trades;
- h) "**National Apprenticeship Promotion Scheme (NAPS)**" is a scheme launched by the Government of India, on 19th August 2016, to promote the apprenticeship program in India.
- i) "**Training period**" shall be as per Rule 7A of the Apprenticeship Rules, 1992 and Apprenticeship amended rules 2019.



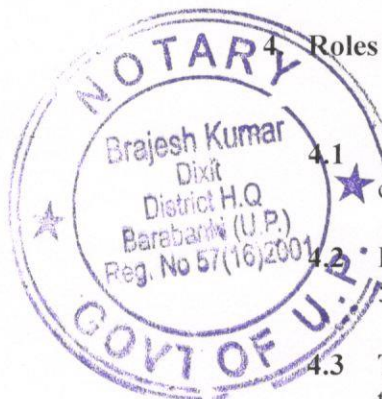
3. Scope of Training

- 3.1 The Apprentices in the age group of 18-23 years will be enrolled in batch size of 40-50 in 3 years / 2-year Diploma in Engineering program offered by SRMU as per the eligibility of the candidates.
- 3.2 The Apprentice(s) will pursue full-time course alongside their apprenticeship.

- 3.3 The Apprentice(s) shall under no circumstance be deemed to be the employees of TML.
- 3.4 TML shall be solely responsible for providing adequate infrastructure/facilities to meet the requirement of prescribed curriculum of the program.
- 3.5 A person shall be eligible for being engaged as an apprentice inter alia if he/she satisfies the minimum standards of physical fitness specified in the rules and guidelines and applicable laws.
- 3.6 The training program will be conducted under the National Apprenticeship Promotion Scheme (NAPS).
- 3.7 Apprentices will be required to sign a formal agreement in the required format.
- 3.8 Apprentices must meet the minimum physical fitness standards as per the rules, guidelines and applicable laws to be eligible for engagement.
- 3.9 Upon successful completion of diploma in engineering program, Both SRMU and TML will strive to facilitate placement assistance with channel partners, suppliers, and vendors.
- 3.10 TML shall not be under obligation to offer permanent employment to Apprentices post completion of Diploma program.
- 3.11 TML, SRMU and Qess Corp Ltd. (NAPS Stakeholder) has no obligation to provide permanent employment within its organization or its group companies to the Apprentices. SRMU and NAPS stakeholder will assist in the placement of apprentices.
- 3.12 In case apprentice discontinues or drops out of the NAPS program voluntarily or is terminated due to disciplinary issues, then He/She cannot continue the Diploma program and admission shall stand automatically terminated.

4 Roles and Responsibilities of TML

- 4.1 **Program Management:** TML will oversee the overall program management in coordination with SRMU and NAPS stakeholder.
- 4.2 **Deployment of Trainees:** TML will deploy NAPS-enrolled trainees in batches of 40-50 numbers to the SRMU Diploma program.
- 4.3 **Training Infrastructure:** TML will provide necessary infrastructure to support the teaching learning and delivery process of the program in scope i.e. Diploma in Engineering Program/s.
- 4.4 **On-the-Job Training:** TML will deliver on-the-job training and apprenticeship for the specified duration and job roles assigned to Apprentices.
- 4.5 **a) Classroom & Practical Sessions:** TML will facilitate classroom infrastructure for theory and practical sessions.
b) Office Space & Facilities for SRMU: TML will provide office space and necessary facilities within the plant premises for SRMU trainers and staff, including: Storage space, Internet access & Printing facilities.



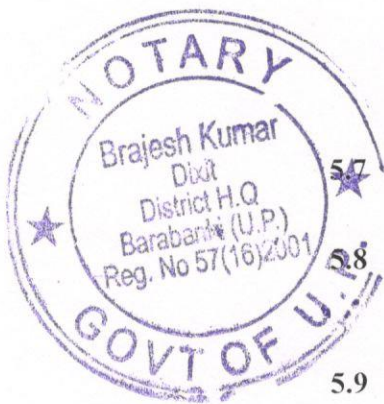
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- 4.6 **Apprentice Discipline Management:** TML will manage discipline and report Apprentice misconduct (including misbehaviour, misconduct, or absconding) to the NAPS partner via email for necessary action.
- 4.7 **Canteen & Transport Facilities:** TML will provide canteen & Transport facilities to SRMU trainers and staff at subsidized rates as applicable to employees.
- 4.8 **Placement & Higher Education Support:** TML may facilitate placement assistance and higher education opportunities on a best-effort basis.
- 4.9 **Payment of Higher Education Fees:** TML will pay the monthly higher education fee to SRMU, as per Annexure A.

5. Roles and Responsibilities of SRMU (Educational Partner)

- 5.1 **Conducting Diploma Programs:** SRMU will conduct the Diploma program as per this agreement.
- 5.2 **Induction Training for Apprentices:** SRMU will conduct "Rope-In and Induction Training" for the first two (2) weeks before deploying NAPS trainees for on-the-job training (OJT). The batches will be inducted any time in the year as per mutually agreed with TML.
- 5.3 **Program Schedule Management:** SRMU will plan and execute the program schedule, ensuring a 5+1 days per week structure for classroom and OJT training.
- 5.4 **Curriculum Development and Updates:** SRMU will develop the Diploma curriculum in collaboration with TML. The syllabus will be reviewed annually and updated to match market skill demands.
- 5.5 **Semester-Wise Academic Programs:** SRMU will conduct semester-based programs, including theory classes, evaluations, and examinations.
- 5.6 **Coordination with TML and NAPS stakeholder:** SRMU will coordinate with TML and NAPS stakeholder for:
 - a) Functional and mandatory training.
 - b) Other program requirements as needed.
- 5.7 **Deployment of Subject Experts:** SRMU will provide subject matter experts for conducting theory, lab, and other training sessions as required.
- 5.8 **Learning Materials and Welcome Kit:** SRMU will provide Course materials for students and students manual. Log-in access to Learning Management System (LMS) will be provided to every student enrolled in the program.
- 5.9 **Program Progress Reporting:** SRMU will publish a monthly Program MIS (Management Information System) report.
- 5.10 **Certification and Diploma Awarding:** SRMU will award a Diploma at the end of the program to trainees;
 - a) On the basis of Internal Test and Assignment.
 - b) End Semester Exam Theory assessment criteria.
 - c) Labs and OJT performance standards based on SRMU program guidelines.



5.11 Placement and Higher Education Assistance:

- a) SRMU will provide placement support for successful trainees.
- b) SRMU will also assist in higher education opportunities i.e. B Tech Lateral Entry for successful pass out trainees.

5.12 Termination Due to Academic Failure:

- a) SRMU will handle termination of trainees due to academic failure as per its internal norms.
- b) SRMU will inform TML and NAPS stakeholder about such terminations via email.

5.13 Campus Immersion – SRMU will provide campus immersion experience/training to students as per requirement of courses.

6. TERM:

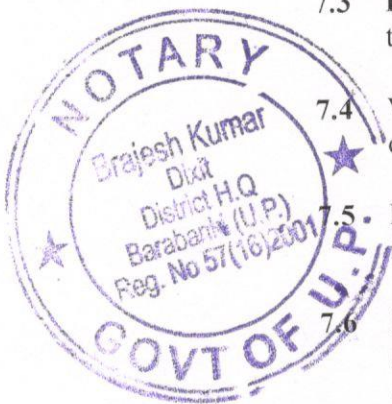
This Agreement shall take effect from 15th May, 2025 ("Effective Date") and shall be valid till 30th April, 2028 unless terminated earlier in accordance with its terms and conditions. Both parties agree to mutually discuss and finalize a new 'Learn and Earn' model/scheme which SRMU may propose under progressive education policies or skilling programs introduced or modified by the Government from time to time.

7. Obligations of TML:

- 7.1 Ensure that personnel providing on-the-job training are competent and qualified as per the Act.
- 7.2 **Adherence to Agreement:** Refrain from any action that may negatively impact its obligations under this Agreement.
- 7.3 **Health & Safety Standards:** Maintain health, welfare, and safety standards during the training period.
- 7.4 **Work Hours Compliance:** Ensure Apprentices do not undergo training beyond designated work hours without prior approvals.
- 7.5 **Rules & Regulations Access:** Provide Apprentices with access to TML's rules and regulations.
- 7.6 **Regular Review Meetings:** Conduct periodic meetings with SRMU to review and discuss issues for training improvement.
- 7.7 **Employment Notification:** Immediately inform SRMU in writing if it wishes to offer employment to any Apprentice after training.
- 7.8 **Liability for Non-Compliance –** Be liable for any claims arising due to non-compliance with the above obligations.

8. Obligations of SRMU: SRMU agrees and commits to TML that, throughout the term of this Agreement, it shall:

- 8.1 **Adherence to Agreement –** Avoid any actions that could negatively impact its obligations under this Agreement.



- 8.2 **Qualified Faculty** – Ensure that all personnel teaching the courses are competent and qualified to meet industry standards.
- 8.3 **Professional Compliance** – Abide by the terms and conditions of this Agreement in a professional and responsible manner and provide relevant degrees to the eligible candidates within the stipulated time period.

9. General Representations and Warranties

Each Party represents, warrants, and covenants that:

9.1 Legal Existence and Authority:

The Party is legally established under applicable laws and has the authority to execute and perform its obligations under this Agreement.

9.2 No Conflict with Existing Agreements:

The execution, delivery, and performance of this Agreement do not contravene, conflict with, or violate any provisions of the Party's constitutional documents or any other agreement to which it is a party.

9.3 No Ongoing Legal Proceedings:

The Party is not involved in any pending civil or criminal proceedings that may negatively impact this Agreement or its obligations.

9.4 Financial Solvency:

The Party is solvent and has not filed for bankruptcy, insolvency, or winding up, nor are there any pending legal proceedings related to such matters.

9.5 Compliance with Laws:

The Parties shall adhere to all provisions of the Act and other applicable laws in relation to its obligations under this Agreement.

9.6 No Breach Notices from Authorities:

The Party has not received any official notice from a governmental authority regarding non-compliance or breach of applicable laws.

9.7 Right to Terminate for Misrepresentation:

If either Party has reason to believe that the other Party has made any misrepresentations during the term of this Agreement, it reserves the right to immediately terminate the Agreement.

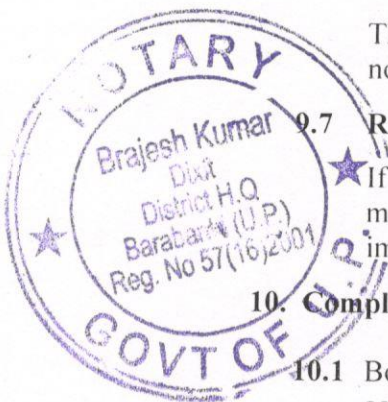
10. Compliance with Evolving Labour Laws

10.1 Both Parties acknowledge that the Government has introduced new labour codes, consolidating various existing labour laws.

10.2 Since the implementation dates of these labour codes are still pending, both Parties agree to collaborate and ensure full compliance once they come into effect.

11. ASSESSMENT AND CERTIFICATION:

11.1 Continuous Internal Assessment: Combination of assignments, quizzes, Tests and projects throughout the course.



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- 11.2 Mid Term Examination: Midterm examination will be held in between the semester.
- 11.3 Final Examinations: Comprehensive exams at the end of each Semester.
- 11.4 Degree: Diploma in Mechatronics Engineering will be awarded upon successful completion of the program, recognized by UGC and AICTE.

12. Confidentiality

The recipient is obligated to keep such information confidential and not disclose it nor to permit the disclosure of it to any third party

12.1 Protection of Confidential Information:

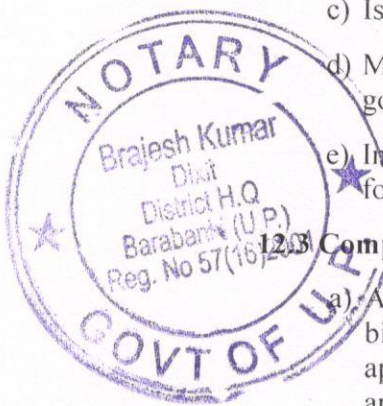
- a) "Confidential Information" refers to all proprietary or sensitive information of each Party, including any information related to the Apprentice(s) that is either explicitly marked as confidential or should reasonably be understood as such.
- b) Confidential Information shall only be shared to the extent necessary for the performance of this Agreement.
- c) Both Parties acknowledge the sensitivity and competitive value of such information and agree not to disclose it to any third party without prior written consent from the other Party.
- d) Confidential Information shall be used exclusively for the purposes of this Agreement, and each Party shall protect it with a standard of care to that applied to its own sensitive information.

12.2 Exceptions to Confidentiality Obligations: Confidentiality obligations do not apply to information that:

- a) Is already publicly available.
- b) Is received from a third party without restrictions on disclosure.
- c) Is independently developed by the receiving Party.
- d) Must be disclosed due to legal requirements, court orders, or directives from a government, regulatory, or supervisory authority.
- e) In such cases, the disclosing Party shall be consulted, where feasible, regarding the form, nature, and purpose of disclosure.

12.3 Compliance with Data Protection Laws:

- a) Any data exchanged under this Agreement including personal, financial, health, biometric, or business-related data shall be processed in compliance with all applicable data protection laws, including the Information Technology Act, 2000 and its associated rules.
- b) Each Party shall ensure that its employees, representatives, and agents comply with required personal data protection, security, and integrity measures.
- c) Data received from the other Party shall be used solely for the intended purposes and shall be safeguarded against unauthorized access, processing, loss, destruction, or damage.
- d) Any breach of data protection obligations shall constitute a material breach of this Agreement, making the breaching Party solely liable for resulting damages.



- e) Upon request by the disclosing Party or by virtue of termination of this Agreement, the receiving Party shall return or destroy all copies of Confidential Information and provide written confirmation to the other party.
- f) The receiving Party shall indemnify and hold harmless the disclosing Party against all claims, losses, and damages resulting from a breach of confidentiality.

12.4 Survival of Confidentiality Obligations

The confidentiality obligations outlined in this Clause shall remain in effect for a period of five (5) years after the termination or expiration of this Agreement.

13. Liability Restrictions

No Liability for Certain Damages: Neither party shall be liable to the other party or its representatives for special, exemplary, incidental, indirect, consequential, or punitive damages.

14. Termination:

14.1 Termination Due to Breach

If either Party (or its representatives, employees, or sub-contractors) breaches this Agreement in a way that can be remedied and fails to correct the breach within sixty (60) days of receiving written notice from the other Party, the non-breaching Party has the right to terminate the Agreement within fifteen (15) days.

14.2 Termination by Mutual Consent:

Either Party may choose to terminate the Agreement through mutual consent by providing Thirty (30) days advance written notice to the other Party.

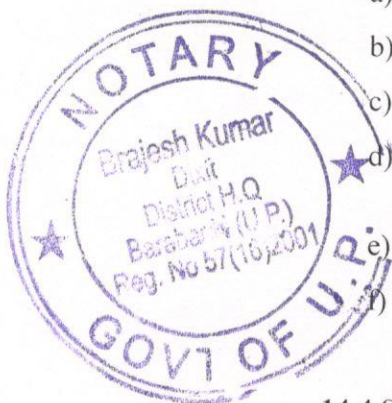
14.3 Termination Due to Bankruptcy or Insolvency

Either Party may immediately terminate the Agreement if the other Party;

- a) Becomes subject to bankruptcy or insolvency proceedings.
- b) Enters proceedings related to a composition with creditors.
- c) Makes an assignment for the benefit of creditors.
- d) Has a custodian, receiver, or similar authority appointed to manage or liquidate all or part of its business, property, or assets.
- e) Has an order issued or resolution passed for its winding up or liquidation.
- f) Initiates any corporate proceedings for liquidation, winding up, or dissolution.

14.4 Survival of Rights and Obligations

- a) The expiry or termination of this Agreement shall not affect any rights or liabilities accrued before termination.
- b) Any continuing obligations of the Parties shall remain in effect after termination.



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14.5 Return or Destruction of Confidential Information:

Upon termination or expiration of the Agreement, both Parties must destroy or return all Confidential Information (in any form) within 10 days from the termination or expiration date.

14.6 Obligation to Complete Apprentice Training:

In the event of termination of this Agreement under its terms, both Parties agree to continue fulfilling their responsibility.

15. Governing Law and Jurisdiction

15.1 Applicable Law

This Agreement shall be governed and interpreted in accordance with the laws of India.

15.2 Exclusive Jurisdiction

Any disputes arising under this Agreement shall be subject to the sole and exclusive jurisdiction of the courts in Lucknow.

15.3 Dispute Resolution through Amicable Consultation:

- a) The Parties agree to make their best efforts to resolve any disputes through good-faith consultation and mutual understanding at the first instance.
- b) Such consultation shall not prejudice either Party's right to pursue legal remedies.

15.4 Arbitration Process

- a) If the dispute remains unresolved within a reasonable time, the matter shall be referred to a single arbitrator, mutually appointed by all Parties.
- b) The arbitration shall be conducted as per the provisions of the Arbitration & Conciliation Act, 1996, including any statutory modifications.
- c) The arbitration venue shall be Lucknow, and the proceedings shall be conducted in English.

15.5 Costs of Arbitration:

- a) Each Party shall bear its own costs related to arbitration.
- b) The arbitrator's fees shall be shared equally by both Parties.

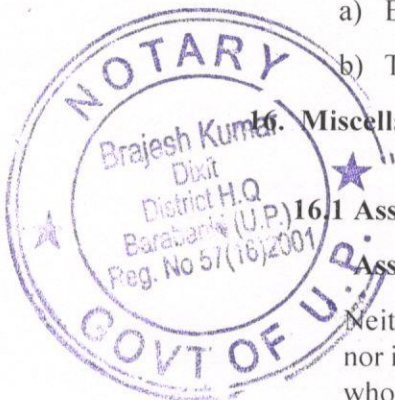
16. Miscellaneous Provisions:

16.1 Assignment Restrictions:

Assignment:

Neither Party shall assign any of its rights or obligations under this Agreement, in whole nor in part, without the prior written consent of the other Party, other than to an Affiliate, who is assuming the relevant business of the relevant Party, pursuant to a Deed of Assignment executed between such Party and its Affiliate.

"Affiliate" means with respect to any Person, any other person, including a natural person that is directly or indirectly, through one or more intermediate persons, Controlling, Controlled by, or under common Control with, such Person. It is clarified that with respect to [TML or any of their Subsidiaries & group companies], in addition to above, an Affiliate shall also include a Person that: (i) is, directly or indirectly, Controlled by or under the common Control with, TATA Sons Private Limited



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(including any of its successors) and / or (ii) has Tata Sons Private Ltd (including any of its successors) or any of its subsidiaries classified as the promoter / promoter group of such Person; and/or (iii) is validly entitled to use the "TATA" brand name in its corporate name;

"Control" (including with correlative meaning, the terms "Controlling" and "Controlled") shall mean, directly or indirectly, (a) the beneficial ownership of more than 50% (fifty percent) of the voting securities of a Person; (b) the possession of the power to direct the appointment / removal of not less than 50% (fifty percent) of the management, board, governing body or trustees of a Person; or (c) the possession of the power to direct or cause the direction of the management, affairs or policy decisions of a Person, whether pursuant to a contract or otherwise.

16.2 Independent Contractor Relationship:

- a) The Parties acknowledge that the relationship between the parties shall be on a *principal to principal* basis.
- b) This Agreement does not create a partnership, joint venture, or employer-employee relationship between them.
- c) Neither Party shall act as a facilitator, partner, employee, or representative of the other.

16.3 Severability

If any provision of this Agreement is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable.

16.4 Notices and Communication:

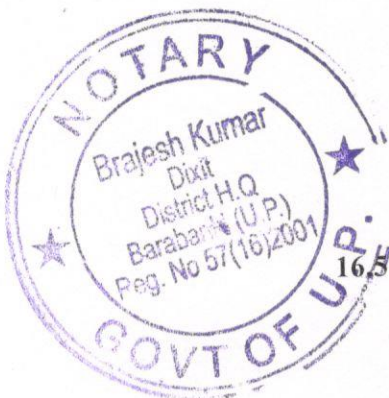
- I. All notices and communications shall be in writing, in English, and addressed to the respective offices mentioned in this Agreement.
- II. Any changes in address must be promptly communicated in writing.
- III. Notices may be served via:
 - a) **Email** (deemed served upon acknowledgment or after 24 hours).
 - b) **Courier** (deemed served upon delivery).
 - c) **Registered post** (deemed served upon receipt by postal authorities).
 - d) **Facsimile transmission** (deemed served at the time of transmission).
 - e) **Hand delivery** (deemed served upon receipt).

16.5 Waiver of Rights:

- a) No provision of this Agreement may be waived unless expressly done in writing and signed by the affected Party.
- b) Failure to enforce any provision at any time does not waive the right to enforce it in the future.

16.6 Entire Agreement:

- a) This Agreement, including its Recitals and Annexures, constitutes the complete understanding between the Parties.
- b) No modifications shall be valid unless mutually agreed in writing by both Parties.



16.7 Amendments:

Any changes or amendments to this Agreement must be documented in writing and executed by both Parties.

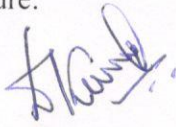

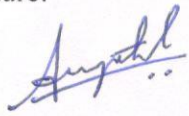
16.8 Execution in Counterparts:

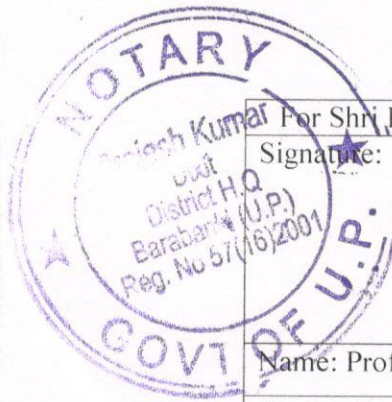
This Agreement may be executed in multiple counterparts, each deemed an original but forming part of the same Agreement.


16.9 Ethics and Compliance:

- a) The Parties agree to conduct business legally and in compliance with their respective corporate policies.
- b) No Party shall offer or accept bribes, gifts, or material favours to influence this Agreement.
- c) Any violation of ethical compliance shall be considered a material breach.
- d) In the event of an ethical breach, the non-defaulting Party may immediately terminate the Agreement without judicial intervention and pursue any available legal remedies.

IN WITNESS WHEREOF, the Parties have affixed their signatures to this Agreement on the day month and year first above written.

For Tata Motors Ltd. Signature: 	Witnessed By Signature: 	Witnessed By Signature: 
Name: DEEPAK KUMAR	Name: JASNEET RAKHRA	Name: ANAND M PATIL
Designation: HEAD PLANT, TATA MOTORS LTD. LUCKNOW	Designation: HEAD HR, TATA MOTORS LTD. LUCKNOW	Designation: HEAD SKILL DEVELOPMENT, TATA MOTORS LTD. LUCKNOW



For Shri Ramswaroop Memorial University Signature: 	Witnessed By Signature: 
Name: Prof (Dr.) Vikas Mishra	Name: S.K.Singh
Designation: Vice Chancellor, Shri Ramswaroop Memorial University, Lucknow-Deva Road, Barabanki (SRMU)	Designation: Dy Director, Shri Ramswaroop Memorial University, Lucknow-Deva Road, Barabanki (SRMU)

