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GOVERNMENT OF INDIA
MINISTRY OF SKILL DEVELOPMENT
& ENTREPRENEURSHIP



MEMORANDUM OF UNDERSTANDING

FOR A STRATEGIC PARTNERSHIP ON
SKILL DEVELOPMENT

BETWEEN

MINISTRY OF SKILL DEVELOPMENT &
ENTREPRENEURSHIP

AND

DASSAULT AVIATION



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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as this "MOU") is entered into on 3rd July, 2019 (hereinafter referred to as the "Effective Date") between:

Ministry of Skill Development and Entrepreneurship, Government of India,

which is the umbrella Ministry for Skill Development and Entrepreneurship promotion in the country with a specific mandate of skilling the youth at a scale with quality outcomes, represented by Shri Rajesh AGGARWAL, DG (T)/AS, having its office presently located at DGT, Ministry of Skill Development and Entrepreneurship, First Floor, B 2, Kaushal Bhawan, Pusa Road, Karol Bagh, New Delhi (hereinafter referred to as "MSDE"),

and

DASSAULT AVIATION, a company organised and existing under the laws of France having its headquarter at 9 Rond-point des Champs Élysées - Marcel Dassault - 75008 Paris, France, represented by Mr. Benoît DUSSAUGEY, Senior Executive Vice President, International (hereinafter referred to as "DASSAULT" or "Dassault Aviation").

MSDE and DASSAULT are hereinafter referred individually to as the "Party" and collectively as the "Parties".

WHEREAS:

- DASSAULT has been working for more than sixty-five years for the development of INDIAN AIR FORCE capabilities relying on the most advanced technologies and is involved in further development in INDIA for the future.
- MSDE has state of the art educational facilities and programs for Craftsman Training Schemes syllabus in INDIA in association with technical groups and industry partners.
- DASSAULT has developed an excellence widely acknowledged in many fields of education, research and technology with a strong cooperation with scientific, education community and universities.
- DASSAULT extends its committed support to the "Skill India" initiative praised by the Government of India and developed by MSDE. To that purpose, DASSAULT has developed "Dassault Skill Academy", a global training and education initiative to better serve the requirements of the global aerospace industry, ranging from design to production and in-service support & maintenance, in terms of highly-qualified manpower, throughout the entire spectrum of educational levels from Vocational to Higher Education.



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- MSDE has already developed, with DASSAULT support, new CTS Trade "Aeronautical Structure and Equipment Fitter" for creating and nurturing a "best-in-class" pool of Indian talents from the public education system, for the benefit of the entire aerospace industrial ecosystem in India toward self-reliance in the design, development and production of aeronautical equipment and platforms.
- MSDE and DASSAULT is interested to have the first implementation in the Government Industrial Training Institute (GITI) in Nagpur (Maharashtra).
- To support the developed CTS trade of Aeronautical Structure and Equipment Fitter, MSDE is interested to develop in NSTI Chennai (Tamil Nadu) new curriculum for Training of Trainers in Aeronautical Trades and to reinforce its educational infrastructure taking benefit from industrial experience and support.
- MSDE is interested to develop and produce with the NIMI Chennai (Tamil Nadu) facilities the best quality instructional material to support new curriculum of Aeronautical Structure and Equipment Fitter.
- In connection with the agreement for the purchase of 36 RAFALE fighter between the INDIAN GOVERNMENT and the French Government (the "**Rafale Contract**"), DASSAULT has agreed to implement in INDIA an offset program (hereinafter referred to as the "Offset Program") and is willing to propose the cooperation contemplated in this MOU as part of the said Offset Program.

NOW THEREFORE, the Parties agree as follows:

1 PURPOSE

- 1.1** The purpose of this MOU is to provide a formal framework for the common willingness of the Parties to jointly explore possible cooperation in relation to the implementation of the training program defined in Article 2 (hereinafter referred to as the "Proposed Project").
- 1.2** Upon assessment by the Parties of their common interest in and the feasibility to implement the Proposed Project, DASSAULT, with the support of MSDE, will negotiate partnership agreement(s) with the academic/vocational institutions as stated in Article 2.3 below.
- 1.3** The Parties recognize that pursuant to this MOU, they will mobilize reasonable resources and efforts for achieving the Proposed Project, provided that nothing in this MOU shall be construed as compelling either Party to proceed with the Proposed Project and/or as compelling DASSAULT to enter into any Definitive Agreement(s) as envisaged in Article 2.3 below.

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2 PROPOSED PROJECT

The Proposed Project may encompass the following projects:

- 2.1 DASSAULT, in collaboration with MSDE, has defined a new vocational training program: "Aeronautical Structure and Equipment Fitter". On October 18, 2018, this program was granted from the National Council for Vocational Training (NCVT) in principle approval for implementation and the final approval has been given by the National Skill Qualification Committee (NSQC) on December 19, 2018.
- 2.2 DASSAULT is ready to initiate the implementation of the CTS program Aeronautical Structure and Equipment Fitter in cooperation with the MSDE and to set-up the grounds for its national deployment in collaboration with several academic/vocational institutions through a stepwise approach under the following projects:
 - 2.2.1 Initial implementation by DASSAULT at the Government Industrial Training Institute (GITI) in Nagpur (Maharashtra) – starting from August 2019,
 - 2.2.2 Centre of Excellence for Aeronautical Training at the National Skill Training Institute (NSTI) in Chennai (Tamil Nadu) for Training of Trainers – starting from August 2021,
 - 2.2.3 Development of Instructional Course materials in association with National Instructional Media Institute (NIMI) in Chennai (Tamil Nadu) – starting from April 2020,
 - 2.2.4 First autonomous implementation at the Government Industrial Training Institute GITI in Coimbatore (Tamil Nadu) – starting from August 2022.
- 2.3 These projects are detailed in the appendix attached hereto and would consist in partnerships based on specific contractual arrangement(s) to be established, finalised entered into by and between DASSAULT and each relevant academic/vocational institutions & State Governments (under the patronage of MSDE) on a case by case basis- for the provision of infrastructure, standards means and allocation of the related academic manpower (hereinafter referred to as the "Definitive Agreement(s)").
- 2.4 The Parties recognize the ambitious timeframe contemplated for the first implementation at the Government Industrial Training Institute (GITI) in Nagpur (Maharashtra) (cf. §2.2.1 above) with a scheduled start as early as 2019-2020 academic year. It is the Parties intention to finalize the corresponding Definitive Agreement no later than April 2019 so that the delivery of the infrastructure available and qualified as per applicable regulations not later than August 2019.



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3 INTELLECTUAL PROPERTY

- 3.1 For the purpose of this MOU, the term Intellectual Property shall mean patented and unpatented inventions, mask works, copyrighted works, trade secrets, know-how and Proprietary Information.
- 3.2 A Party shall retain full ownership in all Intellectual Properties that were generated or acquired by such Party prior to or independently of this MOU.
- 3.3 The Parties agree that specific rules governing the ownership, use and exploitation of the Intellectual Property generated by DASSAULT and each Indian academic institution in performing the relevant Definitive Agreement(s) shall be set forth in the Definitive Agreement(s), if any.

4 EXPENSES

Each Party shall bear its own costs and expenses in connection with its contribution towards the achievement of this MOU.

The respective financial contribution of DASSAULT and each Indian academic institution in relation to the performance of the relevant Definitive Agreement shall be defined on a case by case basis by DASSAULT and the institution (with the support of MSDE) in the relevant Definitive Agreement.

5 RELATIONSHIP BETWEEN THE PARTIES

- 5.1 Nothing in this MOU shall be construed as giving rise to a relationship between the Parties of prime contractor and subcontractor, employer and employee, partners, agents or joint-ventures. A Party shall have neither the authority nor the power to bind the other or to contract in the name of, or create a liability against, the other in any way and for any purpose.
- 5.2 Nothing contained in this MOU shall be construed as:
- 5.2.1 Granting or conferring any right to use any information or know-how which a Party shall elect to furnish hereunder except as expressly authorized in this MOU; or
- 5.2.2 Conferring any license or right with respect to any trademark, trade or brand name, name of either Party or to any other name or mark belonging to the other Party or any contraction, abbreviation or simulation thereof.
- 5.3 Nothing in this MOU shall constitute a Party as the agent of the other Party; and either Party shall have any right or power whatsoever to contract on behalf of or bind the other Party in any way in relation to third parties.



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5.4 Nothing in this MOU shall prevent either Party from entering into similar arrangements with third parties.

6 PUBLIC ANNOUNCEMENT

No public announcement or press release concerning the subject matter of this MOU, including, for the avoidance of doubt, the existence of this MOU, shall be made by a Party without the prior consent of the other Party which shall not be unreasonably delayed or withheld. This provision shall not prohibit any public announcement or press release required by any applicable law or regulatory authority in which case the Parties shall consult each other as to the nature and content of any announcement.

7 TERMS AND TERMINATION

7.1 This MOU shall become effective from the Effective Date by the Parties and shall remain in full force and effects for five (5) years thereafter subject to the provisions of Articles 7.2 and 7.3 hereinafter.

7.2 This MOU may be renewed and/or extended subject to the mutual consent of the Parties in writing.

7.3 Either Party shall have the right, at its sole discretion, to terminate this MOU for any reason and without any liability, upon sixty (60) days prior written notice to the other Party. Unless otherwise stated in the Definitive Agreement(s), termination or expiration of this MOU shall not automatically give rise to the termination of the Definitive Agreement(s) which is (are) still in under performance on the date of expiration or termination of this MOU.

7.4 The provisions of Articles 3, 4, 5, 6, 7.4, 8.1, 8.2 and 10 shall survive the expiry and termination of this MOU.

8 GENERAL PROVISIONS

8.1 Neither Party is entitled to any compensation or claims for damages for the termination or expiration of this MOU in accordance with its terms. In addition, neither Party is liable to the other under this MOU for financial losses or damages and for any indirect or consequential damages, including loss of profits.

8.2 The failure of either Party to enforce any right resulting from breach of any provision of this MOU by the other Party will not be deemed a waiver of any right relating to a subsequent breach of such provision or any other right hereunder.



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- 8.3** This MOU constitutes the entire understanding between the Parties with regard to the subject matter hereof and supersedes all prior communications, representations and discussions, whether written or oral. Neither Party has relied on any statements or representations made by the other in entering this MOU. For the avoidance of any doubt, however, nothing in this Section shall operate to limit or exclude any liability for fraudulent misrepresentations.
- 8.4** This MOU may not be modified unless by mutual agreement in writing by the Parties' duly authorized representatives.
- 8.5** Notwithstanding anything contained in Article 5.4, neither Party may assign this MOU to any third Party without the other Party's prior written consent which shall not be unreasonably delayed or withheld.
- 8.6** If any provision of this MOU is found by a court to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this MOU, which shall remain in full force and effect. If any provision of this MOU is found by a court to be invalid or unenforceable, but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modifications as may be necessary to make it valid and enforceable.
- 8.7** It is acknowledged by the Parties that the value of any and all activities performed by the Parties under this MOU and/or by DASSAULT and the relevant Indian academic institution(s) under the relevant Definitive Agreement(s) should be recognized by the relevant Indian offset authority as part of DASSAULT's offset and "Make in India" obligations associated to the Rafale Contract and any other DASSAULT's future offset and "Make in India" obligations in India. The Parties shall endeavour to obtain and maximise the industrial benefits, offset credits and "Make in India" benefits that may be available to DASSAULT. MSDE agrees that it will take all necessary actions that may be required on its part to assure that DASSAULT obtains, in full and when needed by DASSAULT, all such industrial benefits, offset credits and "Make in India" benefits for fulfilling its related offset obligations.

9 GOVERNANCE

In coherence with the management of each relevant academic/vocational institutions & State Governments (under the patronage of MSDE) and the role of DASSAULT in the here up described activities, the Definitive Agreement(s) shall precise:

- Participation of DASSAULT in committees made by each relevant academic/vocational institutions & State Governments (under the patronage of MSDE) for development of the Proposed Project,
- The organization of the specific Steering Committee and/or Management Council dedicated to the Proposed Project: competences, participants and frequency.



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10 GOVERNING LAW AND ARBITRATION

10.1 This MOU shall be exclusively governed and construed in accordance with the material laws of India to the exclusion of its conflict of laws rules.

10.2 Any dispute related to or arising out of this MOU shall be tentatively settled amicably by the Parties and failing such amicable settlement within ninety (90) days following notice by a Party to the other Party requesting amicable settlement, shall be finally and exclusively settled by arbitration with the Rules of Arbitration of the International Chamber of Commerce (ICC Rules) by three (3) arbitrators appointed in accordance with the said ICC Rules. The language of the arbitration shall be English. The place of arbitration shall be London (United Kingdom). The Parties agree that the Terms of Reference of such arbitration shall contain the following confidentiality provisions: "The existence of the arbitration proceedings and any and all information, declaration and material submitted or made by the parties to the arbitration proceedings and the participants to the arbitration, shall be kept strictly confidential by such parties and all participants to such arbitration".

11 ADDRESSES

11.1 Any notice exchanged between the Parties pursuant to this MOU shall be deemed validly given if delivered by and/or sent by receipt-acknowledged email, courier, facsimile or post (express delivery, with proof of posting) to the following addresses or such other replacement addresses as notified by a Party:

11.2 Contact person(s) for DASSAULT:

Name and address	Contact
Julien HENRY DASSAULT SKILL ACADEMY DIRECTOR DASSAULT AVIATION 78 Quai Marcel Dassault - Cedex 300 92552 Saint-Cloud Cedex - France	+33 1 47 11 87 44 julien.henry@dassault-aviation.com
Bruno PENOT HEAD OF TRAINING DEPARTMENT DASSAULT AVIATION 78 Quai Marcel Dassault 92210 Saint-Cloud France	+33 1 47 11 64 35 bruno.penot@dassault-aviation.com



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11.3 Contact person(s) for MSDE:

Name and address	Contact
Punita BHATIA DEPUTY DIRECTOR, DGT DGT, MSDE, First Floor, B 2, Kaushal Bhawan, Pusa Road, Karol Bagh, New Delhi	Punita.bhatia@nic.in

11.4 A Party may replace or add further contact persons at any time on written notice to the other Party.

In WHITNESS whereof this MOU is executed in three (3) originals, two (2) originals for DASSAULT and one (1) original for MSDE by the duly authorized representative of the Parties hereto.

**MINISTRY OF SKILL DEVELOPMENT AND
ENTREPRENEURSHIP**

DASSAULT AVIATION

Date: 3rd July 2019

NAME: Shri Rajesh AGGARWAL

TITLE: Director General Training

Date: 3rd July 2019

NAME: Benoît DUSSAUGEY

TITLE: Senior Executive VP



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APPENDIX

“Aeronautical Structure and Equipment Fitter” a vocational training program under the Craftsman Training Scheme (CTS)

I - Implementation at the Government ITI, Nagpur (Maharashtra), as first Model ITI, and training of the first trainers and Master trainers

- a) From March 2019 to May 2019: provision of infrastructure (construction if required) by the Government of Maharashtra based on Dassault Aviation specifications seeking affiliation for (1+1+1) units (typically: 600 sqm building (400 sqm for workshops with 110 KW power supply and 200 sqm classroom & utilities)). Dassault Aviation will provide specific equipment, tools, machinery for the workshops as well as consumables for the first three (3) years. A dedicated MOU will be signed between Dassault Aviation and the Government of Maharashtra (DVET).
- b) As affiliation for (1+1+1) units will be obtained. 3-years training of students from August 2019 to July 2022: i.e (2 classes in 2019, 1 class in 2020 and 2 classes in 2021) also training of instructional staff of Government ITI Nagpur by Dassault Aviation (progressive transfer). A dedicated MOU will be signed between GITI Nagpur and Dassault Aviation.
- c) From November 2019 to July 2021: training of the Master Trainers from NSTI Chennai (part time over 2 years, amounting to 1 year full time equivalent). This part is integrated in the MOU that will be signed between NSTI, Chennai and Dassault Aviation.
- d) From August 2022 to July 2024: audit by Dassault Aviation on the courses delivered by Instructors of Government ITI Nagpur in order to validate the autonomous deployment.

II - “Train the trainers” program at NSTI, Chennai, and creation of a “Centre of Excellence for Training in Aeronautics” for all India

- a) From January 2021 to May 2021: provision of infrastructure (construction if required) by MSD&E / DGT based on Dassault Aviation specifications (typically: 100 sqm building for innovative pedagogic room, and 600 sqm building for 400 sqm workshops with 110 KW power supply and 200 sqm classroom & utilities). A dedicated MOU will be signed between NSTI, Chennai and Dassault Aviation.
- b) From August 2021 to July 2022: training of the first batch of the Government ITI Coimbatore instructional staff by NSTI, Chennai Master Trainers (ref. IV below).

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c) From August 2022 to July 2023: training of the first batch of candidates who take admission in the CITS course for Aeronautical Structure and Equipment Fitter.

III - Instructional materials edition at NIMI, Chennai (MSD&E) for all of India

a) From April 2020: realization of course materials on the basis of the content transferred by Dassault Aviation. 4 000 course manuals available for 1 000 students in July 2022. A preliminary edition will be provided by Dassault Aviation for the prior training sessions (ref. I and II above).

IV - Implementation at Government ITI, Coimbatore (Tamil Nadu), as First Autonomous deployment at an ITI.

a) From January 2022 to May 2022: provision of infrastructure (construction if required) by Tamil Nadu Government (typically: 600 sqm building for 400 sqm workshops with 110 KW power supply and 200 sqm classroom & utilities). Dassault Aviation and Laxmi Machine Works (LMW), selected as industrial partner from Tamil Nadu, will provide specific equipment and tools for the workshops as well as consumables for the first class of students. A dedicated MOU will be signed with the Government of Tamil Nadu (DET).

b) From August 2022: training of the 2 first classes of students by the Government ITI, Coimbatore instructional staff previously trained by the NSTI, Chennai.

c) From August 2022 to July 2024: audit by Dassault Aviation on the courses delivered by instructional staff of Government ITI, Coimbatore to validate the autonomous deployment.

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