

**ZÁKLADNÉ INFORMÁCIE O ZMLUVE
UZAVRETEJ PODĽA INÉHO AKO SLOVENSKEHO PRÁVNEHO PORIADKU¹**

1. Rozhodné právo: Holandskej republiky

2. Zmluvné strany:

2.1 KIC InnoEnergy SE
Kennispoort 6th floor
John F. Kennedylaan 2
Eindhoven
Netherlands
Commerce under number 51418886

2.2 Slovenská technická univerzita v Bratislave
Strojnícka fakulta
Námestie slobody 17
812 31 Bratislava
IČO: 00397687
IČ DPH: SK2020845255

3. Typ zmluvy: Docusign Evenlope ID: C7DCB62D-176E-4897-9D35-428D221CFAF9

4. Predmet zmluvy: Kurzy v počte 10 kusov.

- 1, Základná informácie o batériách**
- 2, Skladovanie batérie a prechod energie**
- 3, Úvod do bezpečnosti batérii**
- 4, Testovanie batérie**
- 5, Systémy správy batérii**
- 6, Pripojenie a ovládanie správy batérie**
- 7, Hodnotový reťazec skladovania batérii**
- 8, Aplikácie na uskladnenie batérii**
- 9, Výkonové meniče a účinnosť v batériových aplikáciách**
- 10, Batériové úložisko: obchodné modely, trh a regulácia**

5. Cena: 72 500,- EUR

6. Doba zmluvy:

7. Záručná doba:

8. Zmluva vyhotovená v anglickom jazyku

je neoddeliteľnou súčasťou tejto informácie a nasleduje za jej textom.

V Bratislave dňa 17. 12. 2024

Slovenská technická univerzita v Bratislave, Vazovova 5, 812 43 Bratislava, IČO: 00397687

¹§ 853 ods. 3 Občianskeho zákonníka, § 771c Obchodného zákonníka



InnoEnergy Skills Institute

Learning Services

Statement of Work

This ‘*InnoEnergy Skills Institute Learning Services Statement of Work*’ (the “**SOW**”), is dated October 22, 2024 (the “**Effective Date**”) and made

BY AND BETWEEN:

- (1) **KIC InnoEnergy SE**, a European company (*Societas Europaea*) incorporated and existing under the laws of the Netherlands, having its registered office at Kennispoort 6th floor, John F. Kennedylaan 2 (5612 AB) Eindhoven, the Netherlands, registered with the trade register with the Dutch Chamber of Commerce under number 51418886 (hereinafter “**InnoEnergy**”); and
- (2) **Slovak University of Technology** (hereinafter STU) acting on behalf of: Slovak University and Industrial Educational Platform of the European Battery Academy abbreviated as **SKEBA**, Represented by: Dr.h.c., prof.h.c., prof. Dr. Ing. Oliver Moravčík, rector STU in Bratislava, Vazovova 5, 812 43 Bratislava Organisational Unit: Faculty of Mechanical Engineering, Námetie slobody 17, 812 31 Bratislava, Represented by: Dr.h.c. prof. Ing. Ľubomír Šooš, PhD., dean, Identification number of the organisation: 00397687
- (3) EIT InnoEnergy and the Client each a “**Party**” and jointly the “**Parties**”.

WHEREAS:

- A. InnoEnergy is a European public-private partnership whose mission is to support innovation, entrepreneurship, and training in the field of sustainable energy, with the aim of accelerating the energy transition. To do so, InnoEnergy supports the development of innovative products and services on the market and develops the skills necessary for the energy transition. In this context InnoEnergy has developed the ‘*InnoEnergy Skills Institute Learning Services Platform*’, which is aimed at training current and prospective members of the battery workforce and includes curriculum, train-the-trainer services, a learning management system, and insights into delivery methods, and in connection therewith has the right to license access to and use of the Learning Material (as defined below).
- B. **SKEBA** currently brings together 7 top highly qualified entities in the Slovak Republic from the academic, public and non-profit sector. SKEBA establishes cooperation and partnership with other educational institutions at national level in the promotion and implementation of training programmes on battery competences and skills.

- C. SKEBA wishes to obtain licenses and to access and to use the Learning Material as part of InnoEnergy Skills Institute Learning Services Platform as described in Appendix 1 to this Agreement (the “**Learning Material**”) for itself and for its users with the support of InnoEnergy.
- D. InnoEnergy is willing to license the Learning Material and provide certain services to the Client as further described in the Services Description as attached to this SOW as Appendix 2 (the “**Service Description**”) and with the service levels as described in Appendix 3 to this Agreement (the “**Service Levels**”) and undertake certain other activities, on and subject to the terms and conditions set forth in this SOW and the terms and conditions that apply to products or services offered by InnoEnergy as part of its InnoEnergy Skills Institute Learning Services Platform as amended and updated from time to time (the “**Learning Services Term and Conditions**”).

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Definitions and interpretation

- 1.1 Capitalized terms used herein shall the meaning ascribed to them in the Learning Services Terms and Conditions.
- 1.2 The Learning Services Terms and Conditions apply to this SOW and its Appendixes and by signing this SOW the Client accepts and acknowledges having read and understood the Learning Services Terms and Conditions.
- 1.2 This SOW together with its Appendixes and the Learning Services Terms and Conditions, as applicable, and any other terms incorporated by reference to this SOW, form the agreement between the Parties.
- 1.3 In the event of a conflict between this SOW and its Appendixes and the Learning Services Conditions, the specific terms in this SOW will prevail.
- 1.4 Each duly signed SOW will form a separate engagement between InnoEnergy and the Client in relation to the services and deliverables detailed in the Service Description for that specific SOW.

2. Services and deliverables

- 2.1 On request of the Client and invoiced in accordance with this Agreement, InnoEnergy can either directly or via the involvement of third parties (some of which might be partners of InnoEnergy) and subcontractors provide the following support services to the Client:
 - a. continuously providing new Learning Material on the Platform and keeping the Client informed about such new Learning Material;

- b. arranging translations of the Learning Material through subtitling or as otherwise agreed between the Parties;
- c. organising appropriate training (train-the-trainer or TTT) for Client to deploy the Learning Material to Authorized Users;
- d. providing certificates of achievement and/or completion for Learning Material if requested by the Client or the Authorized Users;
- e. ensuring quality control and monitoring of the Learning Material made available on the Platform; and
- f. providing backend-support on all Learning Material provided on the Platform.

2.2 And InnoEnergy can provide further support to the Client on top of the support services described above by:

- a. providing access to shared common education technology and infrastructure;
- b. skills intelligence services; and
- c. promotion & communication support by public relations and social media activities.

2.3 If the SKEBA provides face to face training, only trainers of SKEBA that have successfully completed the TTT training from InnoEnergy are permitted to deliver training courses with F2F/virtual interaction or that require training on learning methodology as well as content specific training. The training of trainers is organized by InnoEnergy on request of SKEBA and will be invoiced in accordance with this Agreement.

2.4 The support service and any other deliverables shall be selected and further specified in the Services Description and will be delivered in accordance with the Service Levels. If SKEBA request further services and deliverables these can be added on by separate written cover.

3. Assumptions

3.1 *Cooperation Scope and Definition*

- a. InnoEnergy and SKEBA will enter a 3-year partnership
- b. SKEBA will provide online training to its learners on license fee basis (Appendix 1: Learning Material, License Fees/Pricing)
- c. InnoEnergy will share online training material and SKEBA will host it to its own Learning Management System
- d. SKEBA will enrol learners to InnoEnergy's training material on their platform. InnoEnergy will validate the numbers and initiate billing quarterly.
- e. SKEBA will complete payments on the invoice as per payment terms (30 days).
- f. InnoEnergy will not provide blended (in person and online) training. If SKEBA can procure a lab that will support face-to-face training, the scope of this SOW can be revisited and amended. SKEBA can provide blended delivery of online courses to its learners using trainers who completed Train the Trainer programme.

3.2. *Learner Certification*

Each online course comes with an Assessment that is hosted on the clients LMS along with the training material. Passing an Assessment with a score of 75% or more earns participants a Certificate of Achievement. InnoEnergy has visibility of Assessment Scores via Content Management system Rustici Content Controller. Please note InnoEnergy has no access to user personal data beyond completion data on scorm files level per user.

If SKEBA wishes for InnoEnergy to issue certificates, they will have to share the learner's name, surname and email address with InnoEnergy. InnoEnergy will manage private data in accordance with the Terms and Conditions of this contract (point 11 Personal Data, page 7 on T&C).

Certificates issued by InnoEnergy are digital, verifiable, have unique ID and are sent to the learners directly. Certificates are sent once a month to all learners who meet the passing criteria, unless otherwise agreed with the client. Certificates are issued in English unless otherwise agreed with the client and clearly stated in this document.

3.3. *Targets*

a. SKEBA will focus on achieving 1000 licensed learners during the partnership.

Revenue Targets (invoiced value): KPI Target is to achieve a minimum of 90% of the agreed number of licensed learners.

3.4. *Online course list*

SKEBA has come forward with the below list of courses that InnoEnergy will deliver:

1. Fundamentals on batteries
2. Battery storage and the energy transition
3. Introduction to battery safety
4. Battery testing
5. Battery management systems
6. Battery management connection and control
7. Battery storage value chain
8. Battery storage applications
9. Power convertors and efficiency in battery applications
10. Battery storage: business models, market and regulation

SKEBA can create customized learning paths but must bear in mind that InnoEnergy provides assessments and certifies learners for the course list above.

3.5. *Language Assumptions*

- a. InnoEnergy will provide translations for the below 3 courses in Slovak language:
 - Fundamentals on batteries
 - Battery storage and the energy transition
 - Introduction to battery safety

It is totaling 31 h of translations for which InnoEnergy will bear the translation costs.

- b. Further translation agreements:

The translation of the additional courses will be initially covered by InnoEnergy. This cost will be further integrated into the cost per learner for these specific courses, representing 5% of the cost of each license.

3.6. *Set up*

Costs and Train the Trainer Program

InnoEnergy has covered the set-up costs and Train the Trainer program costs as part of the MOU with Slovakian Ministry of Education.

3.7. *Summary of Discounts*

To support SKEBA activities in Slovakia, InnoEnergy offers SKEBA a 75% discount on course fee, both in Slovakian and English. License fees are to be found in Appendix 1.

3.8. *User access*

- a. Enrolled learners will have 12-months from the date of purchase to access a course and complete.

4. **Communications**

- 4.1 All communication from SKEBA to InnoEnergy will be through the InnoEnergy account manager:

[REDACTED]

- 4.2 InnoEnergy will direct all communications to the SKEBA coordinator for international relations and activities:

[REDACTED]

5. Fees and payment

- 5.1 The license fees for the training courses on the Platform and the pricing of the support services are detailed in the Service Description and the Client agrees to pay such fees.
- 5.2 All fees and prices mentioned in the Service Description are exclusive of all applicable value added tax (VAT) or similar taxes.
- 5.3 The payment term for any invoice raised by InnoEnergy under this SOW is 30 days.

6. Miscellaneous

- 6.1 This SOW shall commence as of the Effective Date and shall terminate after the completion of the services and deliverables described in the Service Description, unless terminated earlier in accordance with the Learning Services Terms and Conditions.
- 6.2 Any notification, request or approval made in accordance with this SOW must be in writing and sent to the (e-mail)address of such Party as written on the first page of this SOW.
- 6.3 Dutch law applies to this SOW. Conflicts relating to this SOW will be decided upon in the first instance by the competent court in Amsterdam, the Netherlands.
- 6.4 This SOW may be executed in any number of counterparts and all of such counterparts taken together will be deemed to constitute one and the same instrument. Written form shall be deemed to have been complied with if the Parties send an electronically signed and transmitted electronic document in which a digital record of the document history (certificate) of the provider (for example Adobe Sign or DocuSign) ensures that the signatory is identifiable and a subsequent change of the data is recognizable.

THUS SIGNED:

On behalf of **KIC InnoEnergy SE**

By:

Title:

Date:

On behalf of **SKEBA**

By:

Title:

Date:

Appendix 1: Learning Material

To support SKEBA activities in Slovakia, *InnoEnergy offers SKEBA the following courses and price range*

SKEBA has chosen for the following 10 courses:

1. Fundamentals on batteries
2. Battery storage and the energy transition
3. Introduction to battery safety
4. Battery testing
5. Battery management systems
6. Battery management connection and control
7. Battery storage value chain
8. Battery storage applications
9. Power convertors and efficiency in battery applications
10. Battery storage: business models, market and regulation

Pricing for SKEBA with discount calculation for the chosen courses:

	TOTAL HOURS	RECOMMENDED SKEBA PRICE PER COURSE (EUR)	RECOMMENDED SKEBA PRICE PER CERTIFICATE - OPTIONAL (EUR)
FUNDAMENTALS ON BATTERIES	20	50	15
BATTERY STORAGE AND THE ENERGY TRANSITION	7	50	15
INTRODUCTION TO BATTERY SAFETY	3	50	15
BATTERY STORAGE APPLICATIONS	12	50	15
BATTERY STORAGE VALUE CHAIN	13	50	15
BATTERY STORAGE: BUSINESS MODELS, MARKET AND REGULATION	11	50	15

BATTERY MANAGEMENT CONNECTION AND CONTROL	22	50	15
BATTERY MANAGEMENT SYSTEMS	5	50	15
BATTERY TESTING	5	50	15
POWER CONVERTORS AND EFFICIENCY IN BATTERY APPLICATIONS	8	50	15

Appendix 2: Service Description [TO BE COMPLETED BEFORE SENDING TO CLIENT] and Service Level Agreements (SLAs)

Customer Name: Slovak University of Technology (hereinafter STU) acting on behalf of: Slovak University and Industrial Educational Platform of the European Battery Academy abbreviated as SKEBA

Contract Start Date

Contract End Date

Service Description	Start date	End date	Pricing Terms (fixed fee/per user, license/hrly rate)	Service Billing	No of Unit	Unit Type	Price per Unit	Currency	Billing Milestone	Billing	Notes
Initial Setup Cost	-	-	-	-	-	-	-	-	-	-	-
Sale of Online Course - Product Bundle/Catalog	-	-	-	-	-	-	-	-	-	-	-
Sale of Online Course - User Licenses	tbc	tbc	50 license bundle	As per 50 license bundle (licenses number per course to be confirmed by SKEBA)	1	Bundle	Based on courses purchased	EUR	Per bundle	Exact amount to be calculated based on the exact courses chosen	SKEBA can buy as many 50 license bundles as needed. The invoice will be sent for each 50-license bundle obtained.
Translation of 3 courses in Slovakian (31 online learning hours in total)	01.03.2024	30.09.2024	65,000	65,000	3	Online course	N/A	EUR	One time	One time	Waived. InnoEnergy has absorbed these costs to support the partnership.

Content Customization / Translations	tbc	tbc	140.000 for the rest of the catalogue- if it will be required	140,000	N/A	N/A	140.000	EUR	One time/ tbc	140.000 (tbc)	In case more course translations are required.
Blended Course Delivery (E-Learning + ILT/VILT Delivery)	-	-	-	-	-	-	-	-	-	-	-
Certification Fee	-	-	-	-	-	-	-	-	-	-	-
Platform Hosting Fee	-	-	-	-	-	-	-	-	-	-	-
Platform Maintenance and Support	-	-	-	-	-	-	-	-	-	-	-
Skills Tool	-	-	-	-	-	-	-	-	-	-	-
Train the Trainer	09.01.2024	31.03.2024	fixed fee	7,500	1	N/A	7500	EUR	One time	7500	Waived as part of MOU
Business Intelligence Services	-	-	-	-	-	-	-	-	-	-	-
TOTAL Contract Value											
TOTAL Waived Costs by InnoEnergy				72,500							

Annex 3: Training delivery enablement service levels

1 Purpose and scope

This Annex specifies the training delivery enablement service levels to be provided to the Client by InnoEnergy in its role of the operator of the Platform for the Skills Institute for the duration of the Agreement.

2 Services context

Under the Agreement, InnoEnergy can provide the following services, either directly or via the involvement of third parties (some of which might be partners of InnoEnergy) and subcontractors:

- Licensing the Learning Material available on the Platform to Authorized Users;
- Organising appropriate training (train-the-trainer or TTT) for the Client to deploy the Learning Material;
- Providing certificates of attendance and/or completion for the Learning Material if requested by the Client and/or the Authorized Users;
- Ensuring quality control and monitoring of the Learning Material made available on the Platform; and
- Providing backend-support on all Learning Material provided on the Platform.

The foundation for the delivery of these services is existing and to-be-developed learning content and the information technology infrastructure set up by InnoEnergy. For the latter, InnoEnergy employs the IT solutions and services of the following companies:

Articulate: providing learning content creation and content maintenance tools as well as content repository services, in the SaaS service delivery model. To be used for content development by InnoEnergy and its partners.

***Rustici Software:** The Content Controller providing a content repository and licensing solution to be used as the central hub for provisioning content to authorized users. It also collects statistical data on course usage, etc. It supports all major standards for content provisioning to learning management systems (LMS)*

***Microsoft:** The MS Teams platform, part of Windows365, is used for the Co-Practice platform in which trainers can get support and exchange best practices regarding the learning content and training methodology.*

Note that while the Client will be interacting with the solutions of the above companies, all related training and support is provided by InnoEnergy. The Client never will have to interact with them.

3 Training Delivery Enablement Service Levels

In the following paragraphs the training delivery enablement service levels for the services listed in chapter 2 above are described.

Courses content repository and provisioning services

All Learning Material will be provided on the central content management system (CMS) of the InnoEnergy Skills Institute that is serviced by the Content Controller and that supports all relevant interfacing standards to the learning management system (LMS) of the Client. In addition, statistical usage data is available for both InnoEnergy and the Client.

Frequency: content on demand (described in the contract conditions) and statistical data downloads per course run cycle (progress data are checked to trigger the issuance of certificates)

Quantity: 25 (determined by selection from catalogue, min number of courses available)

Quality: Availability for courses: 99% as measured on a monthly level. This is calculated by the percentage of minutes during a month in which the service is unable to launch a course or the service's administrative interface is unavailable. This excludes service unavailability caused by the following: a) scheduled maintenance downtimes, b) caused by factors outside of our reasonable control, including force majeure, internet access or related problems beyond the demarcation point of the services of our service providers (Rustici Software, Articulate, c) resulting from actions or inactions of the Client or any third party, d) result from Client's equipment, software, or other technology or third party equipment, software, or technology (other than third party equipment within our direct control). Scheduled downtimes will be communicated to the Client's contact point and every effort will be made to avoid disruptions in training delivery.

Unplanned service disruptions will be repaired within 8 hours, however in exceptional circumstances the recovery can take up to one week.

Provisioning: Content controller system by Rustici Software, root content management system (CMS) by Articulate, monitored by the IT support team.

IT support for Platform

Support is offered for technical issues that the Client might have when using the Learning Material, or for issues that Authorized Users may experience, and that the Client is not able to resolve by itself. Support is provided by 1st, 2nd, or 3rd level support teams, depending on the severity of the issue.

The IT support is also responsible for scheduling and informing the Client about any scheduled downtimes. These downtimes will be planned by providers, but the support team will make sure that impact on pure online and blended courses held by the Client is minimised wherever possible. Agreed downtime schedules will be communicated to the Client.

Frequency: On demand
Quantity: Unknown
Quality: Issues can be raised by sending an email to [innosupport@niitmts.com]. An initial response will be provided within 1 business day. Should 1st level support not be able to solve the issue, it will be forwarded to the 2nd level support team, notifying the sender. In case also the 2nd level support is not able to provide a solution, 3rd level support (by the IT service vendors) will be involved. In that case, response time is increased to 3-4 business days.
Provisioning: Via a functional email address. 1st and 2nd level support is provided by the InnoEnergy IT support team. An automated receipt acknowledgement mail will be sent as a first reply.

Course translations

Pre-existing Learning Material will be made accessible to local languages if so agreed. InnoEnergy will arrange translations through sub-titling of multimedia content and for selected content also text translations (in particular for materials to be used for vocational trainings)

Frequency: Once per language for each course to be provided in that language.
Quantity: In total, 15 languages are planned to be supported. Not all materials will be available in all languages, the focus on translations will be on materials relevant for vocational training.
Quality: All translations are checked by native speakers.
Provisioning: Translations will be created by the course development team and managed by the InnoEnergy Skills Institute management office.

Provide and deliver Train-the-Trainer courses

Train-the trainer (TTT) courses will be organized to enable the Client to provide the Learning Material to Authorized Users. These courses will cover both content as well as teaching methodology). Persons who successfully complete the training will receive a certificate and will get access to a community of practice for further support.

Frequency: Typically every two months, for all courses made available; to be increased depending on demand.
Quantity: no fixed upper limit of courses, in reasonable relation to the number of courses offered by the Client.
Quality: F2f or virtual. TTT courses will be in English only.
Provisioning: Train the trainer courses will be provided by the services & delivery team. Certificates will be provided by the same.

Backend support for courses

An online community of practice, based on the MS Teams platform, is maintained by InnoEnergy at their InnoEnergy [Teams channel](#) to allow trainers to ask for support related to specific training content or methodologies for the courses available on the platform and share their experiences. Support will be mainly via

peer-to-peer practice sharing as well as by contributions of InnoEnergy and the content creators. Access will be arranged for certified trainers and selected the Client and InnoEnergy staff.

Frequency: continuous

Quantity: One platform with forums/channels for each course

Quality: The platform is maintained in English language. Support by InnoEnergy staff and content creators will be on a best-effort basis, trying to resolve issues within at most 3 business days.

Provisioning: The community of practice platform will be managed by the product development team.

Provide certificates

Certificates of achievement and/or completion for the training courses will be provided if so requested by the Client on a per course basis, specifying participant names and kind of certificate requested. Certificates for trainers will be provided for participants that completed the Train-the-Trainer courses. Certificates will be in English language.

A. Achievement certificates through Accredible. InnoEnergy issues certificate of achievement through Accredible, its third-party digital credentialing service. Here all learner data is handled and stored only by InnoEnergy. For these certificates to be processes and issued, the Client is required to to share the following learner data with InnoEnergy:

- Learner name
- Learner email address
- Individual student scores for the course to validate that the learner has successfully passed the assessment.

All required learner data is accessible to InnoEnergy via its Content Controller, Rustici

OR

B. Achievement certificates and digital credentials through European Digital Credentials (EDC). This credential is aligned to the European Learning Model, providing a common language for describing skills across Europe. In the statement of work, if the Client opts for the European Digital Credential, which is stored online, then the learners' achievement certificates will be issued through the European Digital Credential platform which means that InnoEnergy will share the following learner data with the European Digital Credential team:

- Learner name

- Learner email address
- Individual student scores for the course to validate that the learner has successfully passed the assessment.

All required learner data is accessible to InnoEnergy via its Content Controller, Rustici.

Frequency: On demand

Quantity: 1 per learner/trainer and course

Quality: High quality document with InnoEnergy Skills Institute logo and electronic signature(s). For learner certificates, also the Client's logo can be displayed. Different versions for course participation and qualified course completion with at least six different battery skills will be offered. Certificates are in alignment with the EUROPASS system (but not fully compatible yet) and related statistics will be integrated into the European Centre for the Development of Vocational Training (CEDEFOP) skills panorama.

Provisioning: Certificates will be produced and distributed by the services & delivery team.

Note that InnoEnergy currently only has European Digital Credentials offered for a selection of our courses. If the Clients selects the European Digital Credential option and we cannot yet offer the required certificates, InnoEnergy shall revert to Accredible to issue the remainder of certificates.

As indicated above, InnoEnergy would need access to individual learner data as described above to be able to issue credentials and certificates. If the Client does not authorize the use of data this way and / or opts for learner data to be anonymized, InnoEnergy cannot issue certificates or credentials.

Onboarding

After signature of the SOW between InnoEnergy and the Client, InnoEnergy will check the IT infrastructure of the Client and any needs that the Client may have for successful deployment of the Learning Material. This will include at a minimum the definition of contractual, content and technology related contact points, activation of the required new account on the content repository system, provisioning of a test data package on the content controller, and configuration of the interface to the Client's LMS. The onboarding includes an overview and discussion of the full course delivery cycle detailing the planned delivery schedule, course deadlines, role distribution, certificate issuance deadlines and evaluation process. A customer account manager is assigned to be the single point of contact for the Client for the duration of the Agreement.

Frequency: 2-4 meetings required for the on-boarding; monthly follow-up meetings or touch points with the customer success manager throughout the contractual period.

Quantity: one.

Quality: the onboarding process contains all steps necessary to enable the Client to deploy Learning Material. It will be completed within one month of contract signature. A checklist of actions to be taken on both sides in each step of the process will be provided to the Client.

Provisioning: jointly by delivery support team and account manager.

Offboarding

The Client will have access to the Learning Material for the duration of the Agreement. Upon termination of the Agreement and non-renewal, access to the Learning Material via the Content Controller will expire. The Client will have to ensure that any licensed Learning Material that has been downloaded is deleted.

Frequency: once

Quantity: one

Quality: n/a

Provisioning: jointly by delivery support team and account manager.

4 Relationship Management and Governance

Under the Agreement, InnoEnergy hereby authorizes its Partner (currently NIIT), on its behalf, to manage the relationship with the Client. In serving as the trusted partner of InnoEnergy, InnoEnergy's Partner undertakes the role of relationship management, for actively managing and nurturing the partnership. The Partner assumes responsibility for diligently pursuing revenue goals set by InnoEnergy for the Client, conducting regular follow-ups to assess performance, and providing support for Client's marketing and sales initiatives, within the remit of the agreement between the Partner and InnoEnergy. With a commitment to transparency and collaboration, the Partner aims to deliver comprehensive reports through a dedicated dashboard detailing performance metrics, sales data, and other relevant information. Additionally, it is InnoEnergy's mandate to the Partner for establishing a robust governance framework, to ensure accountability and facilitate constructive discussions during regular meetings. This holistic approach would help optimize the partnership and contributing to the mutual success of all involved parties.

The above defines the broad contours of the Partner's role in the arrangement between InnoEnergy and the Client. This however does not bind the Partner to any contractual obligations towards the LTP, by virtue of this agreement.

5 Reviews

It is expected that services and needs will evolve during the term of the Agreement. Therefore, a scheduled review of each of the above services after months 6, 12, and 24 should identify optimization potential and prioritize change requirements. Participants in the review meetings from InnoEnergy side the account manager. In addition, ad-hoc reviews for issues to be resolved on short notice can be requested by both parties.
