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IG DRONES™

MEMORANDUM OF UNDERSTANDING

Between

Madhav Institute of Technology & Science

Gola ka Mandir , Gwalior - 474005, Madhya Pradesh, India

And

IG Drones

Head Office at Second Floor, E-53-54, Block E, sector 3, Noida, Delhi

NCR - 201301, India

11th December 2021
Gwalior, Madhya Pradesh

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called the 'MOU') is executed on this 11th Day of December 2021

BETWEEN

The **Madhav Institute of Technology & Science** (here in after referred to as "**Madhav Institute of Technology & Science**") which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns) of the **First Party**.

AND

IG Drones a company engaged in providing Enterprise Drone Solutions and Drone Upskilling in pan India (here in after referred to as "**IG Drones**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **Second Party**.

The **Madhav Institute of Technology & Science** and **IG Drones** shall hereinafter be collectively referred to as "The Parties" and individually be referred to as "The Party".

WHEREAS:

- A. **IG Drones** is involved in providing pilot training, drone research and development, manufacturing through its training partners and supporting them for consequent gainful employment, based on **Industry 4.0**.
- B. **Madhav Institute of Technology & Science** is keen for skill development of youth in high-end technological areas suitable for their wage / self-employment by way of upgrading the state-of-the-art infrastructure, re-skilling & up-skilling of trainers in Drone Piloting Skills, impart advanced level training for building customized drones and willing to setup the Drone Excellence Centre at **Madhav Institute of Technology & Science**, Madhya Pradesh under his administrative control.
- C. **IG Drones** and **Madhav Institute of Technology & Science** have agreed to collaborate to upgrade and align the training infrastructure of **Madhav Institute of Technology & Science** for the Drone Training and Drone Development with industry requirement and to expose the students to latest technologies relevant to industries with an objective to make them industry ready in accordance with the present MOU signed by both the parties on terms and condition hereof.
- D. Now, therefore, **IG Drones** and **Madhav Institute of Technology & Science** agree as follows:

1. The Project Objective:

To collaborate and align the training infrastructure of **Madhav Institute of Technology & Science** for drone Design & Development, Drone Software Resources & Analytics Training, with industry requirement and to expose the trainees to latest technologies and relevant industrial best practices with an objective to make them industry ready.

IG Drones shall develop special modules in consultation with **Madhav Institute of Technology & Science** as per **Industry 4.0** in the field of Drone Technology.

2. Location of Training Centre/Centre of Excellence

Madhav Institute of Technology & Science, Gwalior

3. Nature of Training Standard

As a part this MOU which will be progressive in nature, **IG Drones** and **Madhav Institute of Technology & Science** will aim to provide training to targeted trainees as per the standards below:

As per the MoU, **IG Drones** will be setting up a Drone Excellence Centre engaging personnel for development & industrial standard on-job training along with the placement support upon feasibility Whereas **Madhav Institute of Technology & Science** would be providing space of Approximately 2,000 sq.ft. with adequate furniture, Air conditioning, Internet connection and & personnel for day to day manning of the facility & maintenance.

4. Role and Responsibilities

A. Responsibilities of Madhav Institute of Technology & Science

- a) **Madhav Institute of Technology & Science** will facilitate and coordinate for the interested candidates for ToT subject to approval of concerned Department or Institute.
- b) The training module provided by **IG Drones** for the purpose of setting up a technical lab for the drone training will be installed at **Madhav Institute of Technology & Science**.
- c) **Madhav Institute of Technology & Science** shall provide the building infrastructure with necessary facilities like electricity, water, internet connectivity, lighting etc. for setting up the training lab. The space requirement for the drone lab is 2000 sq. ft.
- d) **Madhav Institute of Technology & Science** shall provide the required physical infrastructure (like buildings classrooms, work sheds, etc.), according to the specification given by **IG Drones**.

B. Responsibilities of IG Drones:

- a) **IG Drones** will arrange industry leading subject matter experts to the **Madhav Institute of Technology & Science** as guest lecturers to conduct training in technical skills.
- b) **IG Drones** will maintain Industry standard Training in the field of design, hardware & software simulation, data analytics & processing.

- c) If required, **IG Drones** will provide placement support / internships, wherever feasible, for trained candidates.
- d) **IG Drones** will provide industrial insights for keeping up with the international standard & will also help in the future R&D & Design prospects.
- e) **IG Drones** will provide modules and course curriculum of highest standard in the industry in the fields of AI, ML & Data Analytics.
- f) **IG Drones** will provide help in the consultation of Industrial Projects related to Drones.
- g) **IG Drones** will provide necessary modules and kits as per the expertise of the subject matter.
- h) **IG Drones** will provide trainer support on mutually acceptable terms and conditions case to case basis.

C. Shared Responsibility

- a. **Reporting:** The progress reporting system will be developed in mutual consultation. The formats and timelines agreed to will be adhered to by the parties. **Madhav Institute of Technology & Science** shall facilitate documentation (including photo documentation) of all project activities / processes and share the same with **IG Drones**.
- b. **Coordination:** For coordination between **IG Drones** and **Madhav Institute of Technology & Science** for effective implementation and monitoring of training programs, **IG Drones** and **Madhav Institute of Technology & Science** will nominate Single Point of Contact (SPOC) from each side to ensure smooth functioning of the activities.

5. Certification of Trainees after completion of training course:

On successful completion of training and acquiring desired level of skill competency, all the trainees will be assessed in usual manner by **IG Drones** for award of Certificate in the Drone Software & Resource Development.

6. Future Scope

The MoU shall remain progressive & pragmatic in addressing the shared ambition for acquiring skills. Other conditions & terms can be added in the future, to this MoU, with the consent from both the parties herein referred to as **IG Drones** and **Madhav Institute of Technology & Science**.

7. Publicity

IG Drones shall have the right to publicize its role as the technical partner for the Drone Training at the **Madhav Institute of Technology & Science**. **IG Drones** shall also have the right for corporate branding inside the lab as the technical partner for the Drone Software & Resource Development at the **Madhav Institute of Technology & Science**.

8. Nullity

IG Drones and **Madhav Institute of Technology & Science** agree that the mutually-accepted nullity of any of the provisions of this agreement shall not cause the agreement to be null and void and shall not affect the validity of the other provisions.

9. Binding Intent

This MoU is an expression of the Parties' intent to enter into good faith discussions regarding the Proposed Project. The provisions of this MOU, reflect the Parties' current understanding of the matters described herein and constitutes a complete statement or a legally binding or enforceable agreement or commitment.

10. Dispute Resolution

IG Drones and **Madhav Institute of Technology & Science** will undertake to resolve any unforeseen events, disputes or misunderstanding in a consensual and amiable manner. Any misunderstanding arising from different interpretations of the clauses on this agreement or emerging from the field activities will in the first instance be the subject of negotiation on the part of **IG Drones** and **Madhav Institute of Technology & Science** conducted by the representative designated by each organization.

Notwithstanding the provision of resolution of difference and disputes through courts, the Parties may refer the dispute/difference to conciliator to explore possibility of an amicable settlement before resorting to court proceedings, on request of either side.

This Agreement shall be governed by and construed in accordance with the laws of India and shall benefit and be binding upon the Parties hereto, their respective successors and assigns. In case of any dispute between the Parties the courts of Gwalior shall have exclusive jurisdiction.

11. Term

This MOU shall remain in force for 5 years from the date of MoU signing, unless terminated earlier in accordance herewith. The MOU may be extended if required on mutual written consent.

12. Termination

This MOU may be terminated in whole or in part by any party by giving ninety (90) days' written notice to the other party, if there is any occurrence which in the opinion of the terminating party is sufficient to defeat or substantially prevent or delay the achievement of the objective of the project.

This MOU may also be terminated in the following circumstances:

- (a) By written agreement of the parties here to;
- (b) By any of the parties hereto subject to ninety (90) days' prior written notice being sent by the terminating party to the other parties;

- (c) Forthwith by **IG Drones** by issuing a written notice **Madhav Institute of Technology & Science**, should State commit any material breach of this MOU;
- (d) Forthwith by State by issuing a written notice to **IG Drones**, should **IG Drones** commit any material breach of this MOU;
- (e) By any of the parties here too by sending a written notice to the other parties if the terminating party ceases to undertake the activities that it is presently engaged in.

To the extent feasible, the termination shall not be effected in the middle of a running batch of training, and all efforts will be made to finish the batch and then terminate the MOU.

In case of termination of this MOU within Five years of signing of MOU, **IG Drones** has the right to take back the entire lab infrastructure (Equipment, Tool Kit, Furniture), which has been installed and / or funded by **IG Drones** in the training centres under this MOU.

In case of termination of MOU after Five years of signing, **Madhav Institute of Technology & Science** will be the owner of the entire lab infrastructure (Equipment, Tool Kit, Furniture), which has been installed and / or funded by **IG Drones**.

13. Miscellaneous

- a. Each party hereto shall perform this MOU in a timely, diligent, professional and ethical manner, and shall extend all necessary co-operations in connection with this MOU to the other parties hereto.
- b. **Madhav Institute of Technology & Science** accepts full responsibility and liability for the persons engaged by it in the execution of the Project. **IG Drones** will accept no responsibility or liability of any kind for such persons.
- c. **Madhav Institute of Technology & Science** hereby undertakes to keep and hold **IG Drones** and its respective officers, directors, shareholders, employees, agents, successors and assigns indemnified and harmless against any losses, legal proceedings (including attorney's fees and court fees), damages, charges, penalty, fines, expenses, claims, liabilities, including out of, resulting from or occurring in connection with:
 - d. any third-party claim against **IG Drones** for bodily injury/death or loss or damage to tangible property caused in the execution of the Project; or
 - e. any claim against **IG Drones** by any staff/person engaged by State or its legal heirs; or
 - f. any negligence, wilful misconduct, wrongful act or unlawful, fraud, act of omission or commission by the person/staff engaged by **Madhav Institute of Technology & Science** in the execution of the Project.
- g. In no event shall **IG Drones** or its affiliates, employees, officers, and directors be liable for any punitive, consequential, incidental, special, or indirect damages, in

any action arising from or related to this Agreement, whether based in contract, tort (including negligence), intended conduct or otherwise, including without limitation, damages relating to the loss of profits, business, income, savings, use, goodwill or revenue. Notwithstanding anything contained herein, **IG Drones** maximum liability shall be limited to the payments to be made on undisputed invoices.

- h. The parties hereto are independent contracting parties and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This MOU will also not be construed to create or imply any agency, or joint venture, or employer-employee relationship.
- i. This MOU will be governed by the laws of India.
- j. This MOU is not assignable by any party hereto without the prior written consent of the other parties.
- k. This MOU constitutes the entire understanding between the parties on the subject matter hereof and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the subject matter of this MOU.
- l. This MOU cannot be superseded, amended or modified except by a written document executed by the authorized signatories of the parties hereto.

14. Confidentiality Obligations:

- a. May be disclosed by law.
- b. Upon termination of this Agreement or upon written request submitted by the disclosing Party, whichever comes first, the receiving Party shall return or destroy, at the disclosing Party's choice, all of the disclosing Party's Confidential Information.
- c. Parties will not use each other's logo, trademark or trade name except for the "Confidential Information" shall mean any and all information in any form that each Party provides to each other in the course of the Agreement and that either (i) has been marked as confidential; or (ii) is of such nature that a reasonable person would treat as confidential under like circumstances. Confidential Information does not include information which (i) is already known to the other Party at the time of disclosure; (iii) is independently developed without the benefit of the other's Confidential Information; (iv) is received from a third party that is not under any confidentiality obligation towards the owner of the information; or (v) has entered the public domain through no fault of the recipient.
- d. Each Party retains ownership of its Confidential Information.
- e. Each Party agrees to (i) protect the other's Confidential Information in the same manner as it protects the confidentiality of its own proprietary and confidential materials but in no event with less than reasonable care; (ii) use the other's Confidential Information only in relation to the Agreement.

- f. Neither Party shall, except with respect to their employees, contractors or agents with a need to know for purposes of this Agreement, disclose to any person any Confidential Information of the other Party without the other Party's prior written consent, except where Confidential Information purpose stipulated in this Agreement. Any violation of this clause shall be considered an event of breach and shall be ground for immediate termination of this Agreement.
- g. These confidentiality obligations shall terminate five (5) years after the expiration or termination of this Agreement, whichever comes first.


15. Relationship Between Parties:

Nothing contained in this Agreement shall be construed or have effect as constituting a relationship of employer and employee or principal and agent between the Parties or the persons engaged by the Parties.

Pursuant to this Agreement, **Madhav Institute of Technology & Science** shall be responsible for all acts and omissions of its staff and any persons, associations, institutions engaged by **Madhav Institute of Technology & Science** whether or not in the course of implementing the Project and for the health, safety and security of such persons or entities and their property.

IN WITNESS WHEREOF the parties herein have affixed their respective signatures to this MoU on the day, month and year first above written in the presence of the witnesses:

Signed and delivered by


(Dr.R.K. Pandit)
Director


**Madhav Institute of Technology &
Science**

Signed and delivered by


(Bodhisattwa Sanghapriya)
CEO

IG Drones

WITNESS:

Name Prof. Pooveen Bansal
Signature 

WITNESS:

Name GAMBHIR PRASAD PARIDA
Signature 