MEMORANDUM OF UNDERSTANDING

Between

AMITY UNIVERSITY MADHYA PRADESH GWALIOR



And



SAKROBOTIX LAB Pvt Ltd, Bhubaneswar, Odisha

Registrar Amity University Madhya Gwalior

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A MEMORANDUM OF UNDERSTANDING ON "ACADEMIC COLLABORATION" BETWEEN AMITY UNIVERSITY MADHYA PRADESH, Odisha

AND

SAKROBOTIX LAB Pvt Ltd, Bhubaneswar,

AMITY UNIVERSITY MADHYA PRADESH, GWALIOR which was established by Ritnand Balved Education Foundation (RBEF) vide Madhya Pradesh Government Legislature Act of 2010 with the view to promote professional, industry-oriented education in the state of Madhya Pradesh. Amity University Madhya Pradesh, Gwalior Located on a sprawling campus of 102 acres of land opposite Gwalior Airport, imparts modern, practical and research-oriented courses which will lead to the development of professionals who are employable and industry ready. This in turn will drive the socio-economic uplift of the region. Amity imparts education in almost all areas including management, engineering, architecture, biotechnology, law, communication, behavioral science, fine arts, fashion etc. Amity University Madhya Pradesh was adjudged the "Best Private University of Madhya Pradesh" by CMAI Association of India in 2014 and by dialogue India Group in 2017. Amity University Madhya Pradesh was also adjudged the "Excellent Higher Education University in India" in 2017 again by CMAI Association of India. The University has been accredited as "Premier University" by Accreditation Service for International Colleges (ASIC).

And

SakRobotix Lab Pvt Ltd which is an emerging venture which contributes in the field of educational robotics, embedded system, machine vision, electronics & industrial automation. SakRobotix develops interest among the students for the technology, creates awareness and empowers the hidden talent of our country. It also possesses licenses for commercial usage of various educational copyrighted contents, material and Value Added Modules and information.

1. Scope

The purpose of this Memorandum Of Understanding (MOU) is to clearly identify the roles and responsibilities of each party. The MOU is intended to establish a mutual agreement in establishing a Robotics Research Centre in the campus of Amity University, Madhya Pradesh and to engage the students in Robotics training and also offer Robotics product development exposure.

2. Proposed Developments

Both Institutions intend to develop academic collaborations on the followings:

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SAKROBOTIX LAB PVT LTD RESPONSIBILITIES UNDER THIS MOU:

- Each and every SakRobotix Research Centre (SRC) member will receive a membership club identification card. Two full days 100% hands on training, exclusively for all the, "SRC" Members at the University premises.
- 2. SakRobotix Lab Pvt Ltd will give 18 Gyanx robotics Do-lt Yourself (DIY) kits (www.gyanx.com), for the 80 students, the number of kits will increase & decrease proportionately.
- 3. Involving the SRC members in the research and product development.
- 4. SRC will form research teams and assign product development assignments to the SRC members.
- 5. SRC will monitor the development and help the students to complete the product development.
- 6. SakRobotix Lab Pvt Ltd Engineers will visit the campus at least once every quarter.
- 7. During Research, if any Intellectual property will come as an output, then it will be shared among the below three parties:
 - a) Innovators (Research Team)
 - b) University; where SRC is set up.
 - c) SakRobotix Lab Pvt Ltd
 - 8. SRC Student members of AUMP will get 20% discount in any training program offered by SakRobotix Lab Pvt Ltd.
 - 9. SRC members will get Rs.2000/- discount coupon for any courses on Gyanx.com.
 - 10. Regular Technical support through Online.
 - 11. The student members of the SRC will improve their robotics and embedded skill set continuously.
 - 12. The student & faculty research work will be covered in sakrobotix's online Robotics magazine, "Robotics Guru".
 - 13. SakRobotix Lab Pvt Ltd will help Amity University, Madhya Pradesh to create its own Startup /Entrepreneur local ecosystem.
 - 16. SakRobotix Lab Pvt Ltd will hire eligible candidates of the SRC, through campus drive.
 - 17. Amity University, Madhya Pradesh & SakRobotix Lab Pvt Ltd will jointly carry fund generation program. 50% of the profit from the program will go to Amity University, Madhya Pradesh and remaining 50% of the profit will go to SakRobotix Lab Pvt Ltd. Profit generated from the training to Amity University students is to be reviewed mutually after 1 year.

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Amity University, Madhya Pradesh, RESPONSIBILITIES UNDER THIS MOU:

The Organization should appoint at least one coordinator to manage the equipment and to organize the online classes.

SRC Setup infrastructure requirements to be provided by the University:-

- 1) A room for establishing Research Centre.
- 2) At least 15 plug points.
- 3) Two to four number of computers.
- 4) Variable DC Power supply.
- 5) One black board.
- 6) One white board.
- 7) Projector is preferred.
- 8) Robot test bed (Customized Robotics testing arena) made of plywood & color painting as attached.
- 9) Adequate number of tables and stools.
- 10) Water facility is preferred.

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- 11) Amity University, Madhya Pradesh will give adequate area dedicated for establishing SRC.
- 12) Amity University, Madhya Pradesh will offer Guest house facility for SakRobotix delegates on nominal rental basis, whenever available.

Professional Charges

Amity University will not be involved in collecting fund from Amity students. Fund/ fee from Amity University students will be directly collected by SakRobotix Lab Pvt Ltd.

Confidentiality

Both Parties (Amity University Madhya Pradesh & SakRobotix Lab Pvt Ltd) agree that with respect to any information which the disclosing Party advises the other is deemed to be "Confidential Information". Confidential Information shall mean all information of the disclosing Party, whether commercial, financial, technical or otherwise, disclosed to the recipient whether disclosed orally, in documentary form, by demonstration or otherwise) which is contained in any form whatsoever (including without limitation data, drawings, films, documents and computer readable media) and which is marked or otherwise designated to show expressly or by necessary implication that it is confidential or proprietary to the disclosing Party and both Parties agree -

- a) To use such Confidential Information only in the performance of the services as stated under this MOU;
- b) Not to disclose any such Confidential Information or any part thereof to a person outside the Party's business organization for any purposes; and,

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- c) To limit dissemination of such Confidential Information to persons within the Party's business organization, who are directly involved in the performance of services under this MOU and have a need to use such Confidential Information for purposes of such services.
- d) Confidential Information shall not include information that -
 - I. Is as of the time of its disclosure part of the public domain; or can be shown to have been in the possession of recipient Party as evidenced by written records.
 - II. Is required to be disclosed pursuant to court order or government authority, whereupon the receiving Party shall provide notice to the other Party prior to such disclosure.

Duration of the Memorandum of Understanding

This Memorandum of Understanding is initially valid for two years from the date of signature of the authorized representative of the organisations. At the end of two year period it will be considered for renewal.

This MOU will be reviewed annually and may be terminated by either party through written notice. The ongoing activities will not be affected with the termination till the completion of activity or one month which ever is earlier

Arrangements shall be made for both organizations to ensure adequate contact, communication and the exchange of information to enhance the understanding.

During the course of any future arrangement, if circumstances should arise that are not stated in any such agreement, the two institutions shall solve them through mutual consultation.

This MOU commences when signed and dated by the representatives of the two organizations.

Communication:-

All communications between the Parties regarding this MoU and all subsequent discussions until the signing of the subsequent agreements shall be done with SakRobotix Lab Pvt. Ltd.

Governing Law:-

This MOU shall be governed and construed in accordance with the laws of India. The Parties agree to submit any dispute or difference of opinion arising out of or in any way related to this MOU, to the exclusive jurisdiction of Courts at Gwalior.

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Effective Date and Signature

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This MOU shall be effective upon the signature of Parties authorized officials. It shall be in force from the date of signing . Parties indicate agreement with this MOU by their signatures.

SakRobotix Lab Pvt. Ltd. Bhubaneswar, India Amity University Madhya Pradesh Maharajpura, Opp. Gwalior Airport Road Gwalior, M.P. – 474 005

Signature

\2 / ○ \ /20\8 Mr. Sakyasingha Mahapatra

Managing Director & CEO SakRobotix Lab. Pvt. Ltd.

Bhubaneswar, India

Signature

Rajesh Jain

Registrar

Amity University, Madhya Pradesh,

Maharajpur

Gwalior