

MEMORANDUM OF UNDERSTANDING

BETWEEN

Robu.In® - MACFOS PVT. LTD.

and

Army Institute of Technology, Pune (AIT)



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after referred to as MoU) is entered into on this 03rd of January 2018 between Electronics & Telecommunication department, under Army Institute of Technology, Pune (AIT), located at Dighi Hills, Pune-411015 herein referred to as AIT, and MACFOS PVT. LTD (Robu.In®) located at Plot no PAP/J-146, Bhosari Telco Road, Bhosari MIDC, Pimpri Chinchwad Pune 411026. The scope of the MoU, the roles and responsibilities of the parties of the MoU are given below:

ALLIANCE OBJECTIVE

This document outlines a strategic understanding between MACFOS PVT. LTD and Army Institute of Technology, Pune to work together and develop mobile research platform. The primary aim of this partnership is to aid Army Institute of Technology, Pune in establishing a high quality research facility in the fields of Robotics while creating repository of software/hardware technologies and libraries. This will help Army Institute of Technology, Pune to give their students a platform to develop various skills in field of automation and robotics and embedded hardware and software.

As opposed to a one time implementation, this is a strategic initiative and requires the total commitment of both MACFOS PVT LTD Army Institute of Technology, Pune. MACFOS PVT LTD Training Program initiative would allow Army Institute of Technology, Pune, one of the foremost institutions in India in the field of Education, and imparts training, among others in Electronics & Telecommunication, Computer Applications and Information technology faculties, to train students in high caliber engineering skills required in the fast changing technology marketplace.

DEFINITIONS AS USED IN THIS MoU:

“MoU” means this instrument executed by MACFOS PVT. LTD and Army Institute of Technology, Pune and subsequent amendments issued to the MoU by mutual consent as provided herein.

“Training Program” means the training provided by various Robu.In department, that is the subject of this MoU.

“Mobile Research Platform” or “Product” means the final robotic platform developed, refer Annexure “A”

“Research Facility” means the designated area allocated by AIT for research and development of research platform.

1.1. BENEFITS TO THE ARMY INSTITUTE OF TECHNOLOGY

1.1.1 Opportunity to emerge as one of the competent entities in the academic circles in research and development in the area of robotics and automation.

1.1.2 Establishment of high quality research facility with latest technologies in both hardware and software

1.1.3 Creation of pool of project that can be taken up by students of various streams in AIT.

1.2. BENEFITS TO MACFOS PVT LTD

1.2.1 Creation of a resource pool of various libraries and hardware design as a result of training/development in research facility.

1.2.2 Availability of skilled students from the Training Program for MACFOS commercial projects and also for recruitment into various departments of MACFOS PVT LTD.

2. RELATIONSHIP BETWEEN THE PARTIES

2.1 Army Institute of Technology, Pune nor MACFOS PVT LTD is or will be an agent or legal representative or partner of the other. Neither of them is or shall be responsible for the debts incurred by the other or be bound by any contracts or representations made by the other or any obligations undertaken by the other. Neither of them is or shall be an employee or franchisee of the other, nor does this MoU create a joint venture or any similar relationship between them.

2.2 Neither party will make any representations pertaining to the other or its business or affairs, without the express prior written consent and approval of the other.

3. AREAS OF COLLABORATION

3.1 MACFOS PVT LTD

3.1.1 Hardware and software that is required to developed mobile research platform as per Annexure A will be made available to the Army Institute of Technology, Pune.

3.1.2 Cost of various services that are required to be hired from outside for development of mobile research platform including but not limited to machining, laser cutting, CNC manufacturing, 3d printing etc to be borne by MACFOS PVT LTD

3.1.3 Organizing various training/consultation sessions with AIT Students and staff associated with training program.

3.2 ARMY INSTITUTE OF TECHNOLOGY, PUNE

3.2.1 Setting up, operating & maintaining the infrastructure required for training.

3.2.2 Allocating teaching staff for support to students on AIT research facility

3.2.2 Making available faculty, as per mutual convenience, for conducting training on AIT campus and a research facility for development of mobile platform.

3.2.5 Maintenance of record of development being done at research facility.

4. MONITORING OF IMPLEMENTATION

A Co-ordination Committee consisting of faculty members of Army Institute of Technology, Pune and officers nominated by MACFOS PVT LTD will do the planning and monitoring of the implementation of the various aspects of this MoU. There will be an annual review. This review would primarily focus on the development progress, faculty availability and material procurement.

5. INTELLECTUAL PROPERTY

Title to the intellectual property rights of the hardware/software furnished by MACFOS PVT LTD will at all times remain proprietary to MACFOS PVT LTD, which however, hereby grants to Army Institute of Technology, Pune, non-exclusive, royalty-free license to use the same internally. The hardware/software being developed as a result of this MoU shall be intellectual property of MACFOS PVT LTD. Army Institute of Technology, Pune unconditionally agrees to comply with such terms and conditions.

6. LIMITATION OF LIABILITY

Under no circumstances is MACFOS PVT LTD liable Army Institute of Technology, Pune loss of, or damage, to records or data, as also claims for special, incidental, or indirect damages or for any economic consequential damages (including loss of profit or savings) even if MACFOS PVT LTD is informed of its possibility.

7. GENERAL

1. This MoU may be terminated by either party through a notice of one month. Either party may terminate this MoU if either of the parties is frustrated by reasons beyond its control from going ahead with the implementation of the provision of this MoU. The provisions contained in Clauses 5 ("Intellectual Property Rights"), 6 ("Limitation of Liability") and 7 will survive any such termination.
2. Neither parties will make any presentations pertaining to the other or its business or affairs, without the express written consent and approval of other.
3. It is understood that during the course of this MoU it may be necessary for either party to disclose confidential/proprietary information to the other. The disclosure of any such information or data between the parties shall be made pursuant to an executed Confidentiality Agreement.
4. All costs incurred by a party pursuant to this MoU shall be borne by the party who incurred the costs.
5. There shall be no liability on the part of any party to the other arising from the termination of this MoU.
6. This MoU is not binding on either of the parties hereto, except as specifically set out hereto. This MoU is intended to express the broad understanding of the parties and as a broad framework for working together on a specific opportunity as detailed herein.

7. The terms of the applicable software license agreements and terms relating to confidentiality under this MoU shall survive the term of the MoU.

8. Neither party may use the other's corporate name or any trade mark or name or any other items or assets protected by intellectual property rights, including but not restricted to, use in any promotional material, press releases, advertisements, communications, stationery, web sites, or the like.

9. The MACFOS PVT LTD training program offered under the said MoU are for the specific purpose set forth in the MoU, namely for development of mobile research and development platform and not for any other commercial purposes.

10. Neither party will disclose the existence, or the terms and conditions, of this MoU or any information connected with it or any information received from the other or otherwise during the implementation of this MoU or its subsequent amendments, if any, except as may be required by law or on a strictly "need-to-know" basis for the purpose of implementing this MoU, or its subsequent amendments, if any, unless express prior written consent of the other party shall have been obtained in advance.

11. Save for their respective rights and obligations relating to Intellectual Property Rights (including the ownership of the Intellectual Property) as mentioned in Clause herein above, neither party is liable to the other for any damages or claims.

12. Unless previously consented to by both parties, there shall be no assignment of any interest under this MoU by any party hereto.

13. The laws of the Republic of India shall govern this MoU.

14. This MoU supersedes all proposals or other prior representations or communications, either oral or written.

15. All communication between the parties shall be in writing and in English Language.

SUMMARY

MACFOS PVT LTD recognizes the significance of the Army Institute of Technology initiative to be the leader in the field of technology related academia in the country. MACFOS PVT LTD proposes to make available the appropriate technology, expertise and training to develop Army Institute of Technology, Pune position as a leading institute in the country providing high quality skilled resources.

This Memorandum of Understanding is intended to express the broad understanding of the parties regarding their working with each other to the extent possible for their mutual benefit.

MACFOS PVT LTD

Name: Jayesh Jain

Designation: Executive Director For MACFOS PVT. LTD.

Sign: 

Place: Pune 27/01/18 Director

Army Institute of Technology, Pune

Name: Brig. Abhay A Bhat (Retd)

Designation: Director, AIT Pune

Sign: 

Place: Pune. 27/1/18.