

Memorandum of Understanding

between

ARMY INSTITUTE OF TECHNOLOGY, PUNE Dept of Information Technology

And

IBM India Pvt. Ltd

This Memorandum of Understanding ("MOU") is entered into at effective as of 23rd April 2014 ("Effective Date"), by and between:

IBM India Private Ltd., a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Subramanya Arcade, Bannerghatta Road Bangalore 560076 and hereinafter unless the context otherwise requires be referred to as "IBM".

And

ARMY INSTITUTE OF TECHNOLOGY PUNE ,Dept of Information Technology , having its registered office at DIGHI HILLS, PUNE-411015hereinafter unless the context otherwise requires be referred to as AIT PUNE.

WHEREAS AIT PUNE with a view to provide best in class skills to students and faculty members in higher education and to disseminate knowledge through novel techniques and methodologies for the benefit of large sections of society, offering a wide range of programs.

WHEREAS AIT PUNE and IBM having felt the need to provide the learners with the trainings which may lead to enhanced skills, IBM and AIT PUNE agree to collaborate through the IBM Career Education program.

WHEREAS AIT PUNE and IBM agree that all discussions between AIT PUNE and IBM are non binding unless and until the parties enter into written, definitive agreement signed by their duly authorized representative and neither party shall be obligated to enter into such an agreement.

WHEREAS IBM anticipates that AIT PUNE will elect to engage IBM as the primary and preferred technology provider and for software training services.

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Memorandum of Understanding

Now therefore this MOU witnesses:

I - DEFINITIONS

AIT PUNE, shall include, unless repugnant to the context otherwise require, its associates-

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"Faculty" hereby refers to Training Staff of AIT PUNE,

"Students" hereby refers to all the students of AIT PUNE

Program(s)" hereby refers collectively to Career Education program of IBM that includes initiatives like SEED, CEBT etc. for Engineering, IT or Business Schools in colleges and Universities. For more information please refer to http://ibm.com/in/careereducation

"SEED" hereby refers to the faculty development training program initiative as Software Engineering for Educational Development

"CEBT" hereby refers to the program as Career Education for Business Transformation, a training program to provide multi-disciplinary skills to students and faculty members

Career Education Courses: courses as agreed with AIT PUNE for which AIT PUNE students or faculty members will receive training

"Business Partner" means organizations certified by IBM to commercially sell its Program and also conduct training under the programs.

"Software" or "Product" means the IBM computer software packages identified for introduction in the Program

"Courseware" hereby refers to books or education material given in any form like printed books, CDs, PDFs etc.

I. Foreseen benefits of the collaboration

a) AIT PUNE

- Opportunity to emerge as one of the competent entities in the academic circles in various areas of Information technology;

 Opportunity to be recognized by the Industry and academic circles as one of the preferred location/institution for acquiring training and skills in latest technology and software;

- Opportunity to students and faculty members to increase their knowledge and acquire skills on best-inclass IBM Software

- Opportunity to design innovative curriculum and on various industry specialization using relevant IBM Software

- Opportunity to learn from the practitioners in the industry from IBM or business partners

- Opportunity for students and faculty members to avail professional and global certification on IBM Software

 Opportunity to setup a joint and co-branded Lab on the campus with IBM, focused on various specialty areas like Big Data, Analytics, Mobility, Security, SW Engg. etc.

- Opportunity to conduct independent non-commercial research by faculty members as per guidelines from IBM time to time

- Opportunity to receive Courseware from IBM designed by professionals in IBM Software Labs

- Opportunity to conduct various seminar and workshops with IBM in the institution

- Opportunity to co-market with IBM to promote Programs

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b) IBM

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Memorandum of Understanding

IBM Career Education Program



- Availability of skilled resource pool armed with IBM Software skills that various organizations may want to

- Propagation of IBM Software and technology knowledge & skill to various students and faculty members

III - TERMS AND CONDITIONS

a) Courseware and Training

IBM, through its own personnel or authorized business partners, will provide Courseware and/or perform the Training activities for Career Education courses as per the details given below in Annexures. The MoU shall only govern the provision of products and services provided by IBM Career Education, a division of IBM India Private Ltd to AIT PUNE.

AIT PUNE will pay for the courseware and/or trainings in advance to IBM or IBM Business Partner. IBM shall not be liable for the actions or omissions of the Business Partner. AIT PUNE shall seek its remedies if any solely against the Business Partner with respect to any services and materials which have been rendered by Business Partner.

Under this MOU, AIT PUNE also assures IBM that it will enroll its students and/or faculty members taking IBM Career Education courses every year from the effective date of the signing this MoU, It will also be the endeavor of the AIT PUNE management to initiate the process of IBM Career Education courses to be included in their curriculum in case it has not been included so far.

b) Software & Courseware

IBM will provide all relevant IBM Software & Courseware required for the training programs through the WW Academic Initiative program. This software should be used strictly for training & enablement purposes for students & faculty members of AIT PUNE. No commercial usage is allowed. Software is available under applicable IBM International Program License Agreements (IPLA) and terms and the provisions of this MOU only.

IV - BREACH OF MOU

In the event of any breach of the terms of this MOU, which is capable of rectification, by either party hereto, such other party shall be entitled to call upon the party to rectify such breach within fifteen days from the date of the notice, failing which the breach shall be deemed to be a material breach, and shall entitle such other party to rescind this MOU for material breach.

V - TERM AND TERMINATION

PUNE

The MOU shall be effective from the effective date, and shall be valid for a term of three (3) years, unless terminated earlier by either party, or extended mutually by both parties hereto, on the same terms and conditions as herein.

This MOU will terminate upon written notice by either party. The notice of termination should be issued at least 30 days before the intended date of termination unless extended or terminated earlier. If at any time any party wishes to withdraw from further evaluations and discussions in connection with the subject

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IBM Career Education Program Memorandum of Understanding



matter of this MOU and terminate this MOU, it may do so with or without cause and without liability by providing the other party with written notice of its intention to withdraw from further evaluations and discussions. (in case IBM is providing training then IBM to complete the batch in session and or registered irrespective of termination period / date, subject to all the payments and other obligations having been met by AIT PUNE in a timely manner).

In the event of termination of this MOU for any reason whatsoever, including termination due to breach by IBM, any software or courseware licenses granted to AIT PUNE by virtue of this MOU, shall also stand automatically terminated without any further act of parties. AIT PUNE will also return or destroy at IBM's discretion, all material provided by IBM including courseware slides, soft copy courseware provided by IBM towards trainings.

The following obligations will survive termination of this MOU for any reason:

Use and nondisclosure of confidential information,

Indemnification and Liability,

Obligations to make payments of amounts by AIT PUNE that become due by virtue of this MOU, prior to termination.

VI - LIMITATION OF LIABILITY

Neither party shall be liable for any indirect, punitive, special, incidental or consequential damages arising, out of or in connection with this MOU, whether for breach of this MOU or in torts, including loss of business, data, revenue, profits, or for any third party claims against the other (except as specifically admitted by paragraph 2 below) whatsoever.

Except for IBM's obligation to indemnify AIT PUNE in the event of breach of third Party Intellectual Property rights (as set out in under the applicable definitive agreement) and except in the event of breach by AIT PUNE of any of IBM's Intellectual Property rights or IBM confidential information rights, the Parties agree that either Party's liability for any loss or damage to the other, its customers, or any third party, as a result of or in connection with this MOU, shall not exceed in the aggregate the amounts received by IBM, from AIT PUNE under this MOU.

VII - ARBITRATION

Any and all disputes, controversy or claims related to or arising in connection with this MOU shall first be referred to Head of AIT PUNE and Country Manager, Career Education program of IBM for an informal resolution.

If this informal resolution does not resolve the dispute, then the matter will be referred to and settled by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996. The status of any such arbitration shall be Bangalore. The award of the arbitration may be enforceable in any court of competent jurisdiction. Each party shall bear its own costs and fees in connection with the arbitration.

Unless agreed otherwise, the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the Bar Council of India. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred. If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party

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IBM Career Education Program



appoints, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed. All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Agreement prevails over any

VIII - GENERAL

This MOU shall not be construed to be an agency or a partnership or joint venture or an employment relationship. Neither party shall be entitled to bind the other party with any third party by its actions, unless it has specifically obtained the prior written consent of such other party to do so.

Each party is an independent contractor, and nothing under this MOU shall be construed to create an employment relationship, whether for tax or for any other purpose, nor any partnership or joint venture between the parties. No provision of this MOU grants either party any express or implied right of authority to assume or create any obligations or responsibility on behalf of or in the name of the other party, or bind the other party in any manner or thing whatsoever. Neither party nor its personnel shall be

Neither party shall assign or transfer this MOU or any benefits or rights or obligations accruing to it under this MOU, without the prior written consent of the other party.

IBM shall during the term of this MOU be entitled to audit the courseware & the software license usage records of licenses hosted on AIT PUNE premises as well as training attendance records maintained by AIT PUNE. This audit can be conducted only during reasonable business hours and two weeks notice for audit.

The existence and substance of this MOU and the rights and obligations of the parties herein will be kept confidential by AIT PUNE and will not be disclosed to any third party without the prior written consent of IBM. Notwithstanding the foregoing, AIT PUNE may make such disclosure to the extent required by law, court or statutory authority, in which case AIT PUNE will promptly inform IBM to allow IBM a reasonable opportunity to obtain a protective order. IBM and AIT PUNE agree not to use the trademark, trade names, services or any other proprietary marks of the other party in any advertisement, press releases, publicity matters or other promotional materials without prior written approval of the other party. Any press release, publicity or media interaction pertaining to this MoU signing or IBM activities on campus need to have prior written consent from IBM. The use of IBM Logo shall be subject to prior written permission by IBM and under the terms of the applicable agreement such as Trade Mark License Agreement executed between AIT PUNE and IBM or IBM's parent or affiliates. Any violation of this paragraph will amount to material breach and will lead to the termination of this MoU.

This MOU supersedes all prior oral or written communication, discussions and representations communicated between the parties hereto in respect of the subject matter of this MOU. Any modification to this MOU shall only be made by way of a written document duly executed by representatives of both

If any provision of this MOU is held to be unenforceable or illegal under certain circumstances for any reason, such decision shall not affect the validity or enforceability of such provisions under other circumstances or the remaining provisions hereof and such provisions shall be refer OTE O

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IBM Career Education Program Memorandum of Understanding



Any notice under this MOU will be in writing and delivered by hand or by registered mail, return receipt requested, to the other party at the registered office or as may be substituted by the notice. If any notice is sent by mail, notice will be effective on the date of receipt.

AIT PUNE shall maintain at all times, a one-point contact for the IBM trainings being conducted at the institution. Any change in the contacts below will be promptly notified to IBM.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the date, month and year, hereinabove written.

WITNESSES:

For ARMY INSTITUTE OF TECHNOLOGY PUNE

Name: Brig (Retd) S.K.Lahiri

Designation: Director

Signature:



For IBM India Private Ltd.

Name:

Designation:

Signature:

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Memorandum of Understanding

IBM Career Education Program

CERTIFICATE OF COMPLETION

has successfully completed the training in IBM SEED Program This is to certify that Mr./Ms. PROF GAJANAN WALUNJKAR

College/University:ARMY INSTITUTE OF TECHNOLOGYTechnology Used:Rational Software ArchitectRegistration No:3PW887/3Training Date:14-Jul-14Training Location:PUNE

To 17-Jul-14

Software Engineering for Educational Development

Country Manager - Career Education IBM Software Group - India/South Asia

Kunal Dureja

ATS Infotech Pvt. Ltd.

Microsoft Partner Pr

Microsoft IT Academy Program Member

Date: 13th Nov.3013

Memorandum of Understanding

Army Institute of Technology, Punc algoed the MOU (Memorandum of Understanding) with M/s ATS info Tech Pvt. Ltd, Delhi for starting the Microsoft IT Accelemy to All Callege, along with Intractor Level bundled Training to be provided to the students no various technologies as per agreement dated 26 Ort 2013.

Authonised Signatory

AYS Infotech Pvt. Ltd.





Advance Training System

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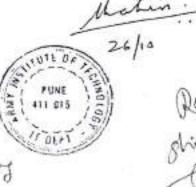


Army Institute of Technology (AIT) Dight Hills, "Pune - 15.

Director Tele Fax 27157534 Principal 27157741 Exch 27157612,27157534 Website :- www.altpune.com Email :- alt@altpune.edu.in Recognised by AICTE and alfiliated to University of Pune Id No. PU/PN/Engg/108/(1994)

Agreement

- This Agreement is being executed on <u>26/10/2013</u> between M/s ATS InfoTech Pvt. Ltd. having its Registered office at L-107, Lajpat Nagar- II, New Delhi-110024_and Represented by <u>Mr. Sandeep Jethani</u> hence known as "Delivery Partner " (DP) and <u>Brig(Retd)Swapan Lahiri</u>, College-Name/address : <u>Army Institute of Technology, Dighi</u> <u>Hills, Pune – 411 015</u> hence known as "Resource Partner".
- 2. As per the agreement ATS InfoTech Pvt. Ltd. shall bundle one year license for MSIT Academy to college, along with the ILT (instructor lead training)-to be provided to the students on various technologies along with free certifications to college, once it fulfills the criteria for minimum no. of students as required by the Delivery Partner.
- Delivery Partner will make the investments in license fee to partner the College as Bundled Microsoft IT Academy program member & will do all the required laisoning for the same.
- College (Resource Partner) will provide the necessary infrastructure like lab(s) with computer, LCD projector(s), internet etc. required for the Microsoft IT Academy to be set up in the college.
- The partnership of Bundled Microsoft IT Academy will be directly in the name of Resource Partner.
- Resource Partner would allocate appropriate time slots within the academic schedule for the various training programs offered by the Delivery Partner Microsoft technologies.
- The tenure of the contract would be from <u>26 Oct 2013</u> to <u>25 Oct 2017</u> i.e., for four years provided the commitment made by the Resource Partner/ College is fulfilled every year.



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- 8. As per the agreement Delivery Partner will provide training on Microsoft Technologies in college for a minimum period of four years. Based on the response and mutual understanding it will be renewed further. Yearly renewal of Microsoft IT Academy for such period will be the responsibility of Delivery Partner, provided the condition of minimum nos. of candidates/ students required for the program is fulfilled.
- The batches would be conducted as per the slots allocated by the college but due consideration with Delivery Partner as per the availability of trainer.
- 10. The duration of the training may increase as per the level of participants.
- Total Strength of Students: College will provide the delivery partner min. guarantee of 80 students for the whole program per academic year for trainings programs on .Net offered college for the contract period.

12. MTA Certification Vouchers:

The Delivery Partner shall bundle MTA examination vouchers for level 1 + level 2 provided the no. of enrolled students. Exams would be conducted only after the training is successfully completed and as per the availability of the test administrator and the total fee received by the Delivery Partner.

13. Projects:

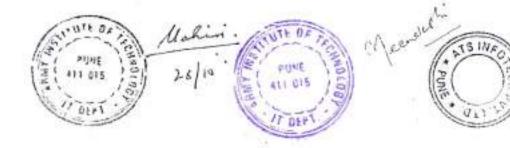
Delivery Partner will bundle Projects for students to be executed by students with the assistance from trainer(s).

- Prices of the training module(s) to be reviewed & revised every academic year as per the cost components prevailing at the time.
- 15. The fee charged is against the training by ATS only & all the services except training are complimentary / bundled free & cannot be linked anywhere at any given point of time with the release of payment to Delivery Partner.
- 16. The students would make the payment directly in the name of delivery partner, however if at any point the college collects the payment it will handover within 7 days to authorized representatives of the Training partner.
- 17. College would provide its full support in collecting the payments from the students.
- 18. The courseware, ID's and other materials shall be made available to the students once the 1st installment is received by the Delivery Partner from all the students.
- 19. If there is a delay in starting of the batch(s) from the College/Recourse Partner end due to any reason the payment due to Delivery Partner shall not be delayed for any reason.





- Delivery Partner will provide in college, Microsoft Certified Professionals/Trainers for the support and trainings to be conducted on Microsoft technologies as part of the bungled offer.
- 21. FACULTY DEVELOPMENT PROGRAM. The Delivery Partner shall bundle free a Faculty Development Program for faculty members (CS/IT/MCA) of the College/ Resource Person once a year for the maximum period of one week/maximum 25 hours. The Delivery Partner shall also provide 10 nos. MTA Exam vouchers free of cost and additional vouchers at 50 % discount for faculty members. Vouchers are free & exams would be conducted only after the training is successfully completed and as per the availability of the test administrator and the total fee received by the Delivery Partner.
- The certificates to the students enrolled for the .Net program will be issued on Successful completion of the training & evaluation process.
- 24. Delivery Partner may offer from time to time other professional trainings programs in the college based on industry requirements and as per the demand from the College /students.
- 25. College will take initiative and participate along with Delivery Partner to conduct awareness about training on other technologies organized in the campus & shall also grant permission to display materials related to the same.
- 26. College will help Delivery Partner to get the required enrollments for professional trainings programs offered as part of the bundle ILT offer.
- 27. College will provide the Delivery Partner with database of students for orientation programs.
- A minimum lead time of 7-15 days will be required to start the trainings from the date of signing of the agreement.
- 29. Once the agreement is signed & the registration process started, college will have to release the purchase order for the same within three days of signing of the agreement.
- 30. In Case of any dispute or difference whatsoever arising between the parties out of relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. "However the court of jurisdiction would be Delhi".
- 31. For students those are irregular in the program trainings /projects, no separate class(s)/training shall be conducted.
- 32. In case, if the student after getting himself/herself registered doesn't turn up for the training then the registration amount/ fees for same will not be refunded back.



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- 33. Delivery Partner will provide guidance for International Certifications of Microsoft to the students who successfully complete the training on Microsoft Technologies.
- 34. College /Resource Partner will have to follow from time to time rules / regulation & operational protocols laid down by Microsoft for the Microsoft IT Academy program.
- 35. Once the agreement is signed between Resource Partner & Delivery Partner, the same cannot be terminated for at least one year from the signing of agreement.
- 36. The Resource Partner should verify all the details and fully satisfy them before entering in to the agreement, as once the agreement is signed, the same cannot be terminated before expiry of the same.
- 37. Once the agreement is signed and after the payment is handed over to Delivery Partner, and the required conditions of the program fulfilled, Microsoft IT Academy membership activation may take around Minimum 60 days.
- 38. The study material mapped to the ITA- curriculum will be issued to student's minimum within a week's time once the payment installment has been received by the Deliver Partner.
- 39. College cannot hire any resource of the Delivery Partner either directly or indirectly for any full time or part time assignment without the permission of the Delivery Partner for a min period of one year that also after the contract with the college has expired.

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Brig(Retd)Swapan Lafiir Director, AIT Resource Partner

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(Meenakshi Nain) For ATS InfoTech Pvt Ltd Delivery Partner





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If Member is located in Taiwan --

Jurisdiction Defined means this Agreement will be governed by and construed under the laws of Taiwan. The parties hereby designate the Taipei District Court as the court of first instance having jurisdiction over any disputes arising out of or in connection with this Agreement.

If Member is located in Thailand --

Jurisdiction Defined means this Agreement is construed and controlled by the laws of Singapore. Further, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, must be referred to and finally resolved by arbitration in Singapore under the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC"), which rules are deemed to be incorporated by reference into this subsection. The Tribunal shall consist of one arbitrator to be appointed by the Chairman of SIAC. The language of the arbitration will be English. The decision of the arbitrator will be final, binding and incontestable and may be used as a basis for judgment thereon in Thailand or elsewhere.

If Member is located in Vietnam --

a. No technology transfer arrangement. This Agreement does not create a "technology transfer" agreement, as defined by applicable law because (a) the technology (including any software) made available under this Agreement is not an integrated part of a technology chain for production or management purposes and (b) the technology (including any software) will have its own technology license. Member will not hold itself out as Microsoft's technology recipient and will not attempt to identify Microsoft as a technology provider under this Agreement. b. Jurisdiction Defined means this Agreement is construed and controlled by the laws of Singapore. Further, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, must be referred to and finally resolved by arbitration in Singapore under the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC"), which rules are deemed to be incorporated by reference into this subsection. The Tribunal shall consist of one arbitrator to be appointed by the Chairman of SIAC. The language of the arbitration will be English. The decision of the arbitrator will be final, binding and incontestable and may be used as a basis for judgment thereon in Vietnam or elsewhere.

By signing below, Member acknowledges that it has read and has agreed to be bound by the terms and conditions contained in the Agreement.

Member full legal name: Army Institute of Technology

By (signature):

Name (please print): Brig Retd Swapan K Lahiri, Director

Uchin.

Position or job title (please print): Director _

Date: 26 Oct 2013

E-mail address for notices to Member: director@aitpune.edu.in, jyoti@aitpune.edu.in

Phone number: (020) 27157534

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n. Member confirms that the Program Benefits and other goods or services provided by under this Agreement are acquired for the purposes of an undertaking in the course of which goods or services are acquired or supplied, and Member agrees that (to the maximum extent permitted by law) Microsoft and its Affiliates have no alliability or obligation to Member under any statutory condition, warranty or guarantee.

b. Business. Where Microsoft is a supplier (as that term is defined in the Consumer Guarantees Act 1993 ("CGA")) of the products or other goods or services, Member confirms that the products or other goods or services provided by Microsoft under this Agreement are acquired for the purposes of a business (as that term is defined in the CGA) and Member agrees that the CGA does not apply to the products or other goods or services supplied by Microsoft.

c. Consumers. Subject to this sub-section, nothing in this Agreement is otherwise intended to limit the rights of a "consumer" under the CGA where that Act applies, and the terms of this Agreement are to be modified to the extent necessary to give effect to this intention.

d. On-Supply. If Member on-supplies any products or goods or services supplied by Microsoft under this Agreement to any person Member must include the following clause in the terms of all agreements for the on-supply of products: "Where you are acquiring products or services for the purposes of a business, you acknowledge and agree that Microsoft Corporation and its affiliates have no liability or obligation to you under the Consumer Guarantees Act 1993 and where you on-supply the products or services you must include all of this clause in the terms of that on-supply".

e. Failure to Comply. Member must indemnify and keep Microsoft and its Affiliates indemnified and hold Microsoft and Microsoft's Affiliates tree and harmless from any costs, expenses, loss or damages incurred by Microsoft or its Affiliates as a result of Member or any purchaser or acquirer from Microsoft failing to comply with the obligations contained in this subsection.

f. GST. If any GST is payable by Microsoft to New Zealand tax authorities on any supplies made under this Agreement, an amount on account of this GST will also be payable by Member to Microsoft on receipt of an appropriate invoice.

g. Jurisdiction Defined means this Agreement is construed and controlled by the laws of Singapore and Member consents to the non-exclusive jurisdiction of the Singapore courts.

If Member is located in the Philippines --

a. No technology transfer arrangement. This Agreement does not create a "technology transfer" agreement, as defined by applicable law because (a) the technology (including any software) made available under this Agreement is not an integrated part of a technology chain for production or management purposes and (b) the technology (including any software) will have its own technology license. Member will not hold itself out as Microsoft's technology recipient and will not attempt to identify Microsoft as a technology provider under this Agreement. b. Jurisdiction Defined means this Agreement is construed and controlled by the laws of Singapore. Further, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, must be referred to and finally resolved by arbitration in Singapore under the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC"), which rules are deemed to be incorporated by reference into this subsection. The Tribunal shall consist of one arbitrator to be appointed by the Chairman of SIAC. The language of the arbitration will be English. The decision of the arbitrator will be final, binding and incontestable and may be used as a basis for judgment thereon in the Philippines or elsewhere.

If Member is located in Singapore --

Jurisdiction Defined means this Agreement is construed and controlled by the laws of Singapore and Member consents to the non-exclusive jurisdiction of the Singapore courts.

If Member is located in Sri Lanka --

Member warrants that it has obtained all necessary Exchange Control and other permissions and authorities from the regulatory authorities in Sri Lanka to effect the necessary payments to Microsoft.

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services to either (i) resupply of the services or (ii) the cost of the resupply of the services.

 b. GST. If any GST is payable by Microsoft to Australian tax authorities on any supplies made under this Agreement, an amount on account of this GST will also be payable by Member to Microsoft on receipt of an appropriate invoice.
 c. Jurisdiction Defined means this Agreement is construed and controlled by the laws of Singapore and Member consents to the non-exclusive jurisdiction of the Singapore courts.

If Member is located in Brunei --

Jurisdiction Defined means this Agreement is construed and controlled by the laws of Singapore and Member consents to the non-exclusive jurisdiction of the Singapore courts.

If Member is located in Indonesia --

a. To the extent necessary to implement the termination provisions of this Agreement, each of the parties walves any right or obligation that the other party may have now or in the future under any applicable law or regulation, to request or obtain the approval, order, decision or judgment of any court to terminate this Agreement.

b. Jurisdiction Defined means this Agreement is construed and controlled by the laws of Singapore. Further, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, must be referred to and finally resolved by arbitration in Singapore under the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC"), which rules are deemed to be incorporated by reference into this subsection. The Tribunal shall consist of one arbitrator to be appointed by the Chairman of SIAC. The language of the arbitration will be English. The decision of the arbitrator will be final, binding and incontestable and may be used as a basis for judgment thereon in Indonesia or elsewhere.

If Member is located in Republic of Korea --

Jurisdiction Defined means this Agreement will be construed and controlled by the laws of Republic of Korea, and Member-APAC's consents to exclusive original jurisdiction and venue in the Socul District Court.

If Member is located in Macao Special Administrative Region --

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force and as may be amended by the rest of this clause. The decision of the arbitrator shall be final, binding and incontestable and may be used as a basis for judgment thereon in Macao SAR or elsewhere. The appointing authority shall be Hong Kong International Arbitration Centre (HKIAC). The place of arbitration shall be in Hong Kong at HKIAC. There shall be only one arbitrator. The language of the arbitration shall be English. Any such arbitration shall be administered by HKIAC in accordance with HKIAC Procedures for Arbitration in force at the date of this contract including such additions to the UNCTTRAL Arbitration Rules as are therein contained. This choice of dispute resolution and/or jurisdiction does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.

If Member is located in Malaysia -

a. Consumer Remedies. Notwithstanding anything in this Agreement, consumers may have the benefit of certain rights or remedies pursuant to the Consumer Protection Act in Malaysia in respect of which liability cannot be excluded or restricted. If permitted by law and to the maximum extent permitted by law, such liability is limited, at Microsoft's option, in the case of goods to either (5), replacement of the goods or (ii) correction of defects in the goods, and in the case of services to either (i) re-supply of the services or (ii) the cost of the re-supply of the services.

b. Jurisdiction Defined means this Agreement is construed and controlled by the laws of Singapore and Member consents to the non-exclusive jurisdiction of the Singapore courts.

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If Member is located in New Zealand --

a. The applicable legislation implementing Article 6 of the European Community's Directive for the Legal Protection of Computer Programmes, OJL 122/42 (17 May 1991) (the "Directive") may provide Member the right to decompile the Software in order to obtain information necessary to achieve the interoperability of an independently created computer programme, prior to exercising any such possible rights under the Directive Member agrees to (i) first notify Microsoft of Member's good faith belief that information necessary to achieve the interoperability of an independently created computer programme is not otherwise available and that decompilation is indispensable within the meaning of the Directive; and (ii) provide Microsoft with a commercially reasonable amount of time to respond to Member regarding the foregoing assertions.

b. Jurisdiction Defined means the Republic of Ireland.

for Members-Japan

Jurisdiction Defined means this Agreement will be construed and controlled by the laws of Japan, and Member-APAC consents to exclusive jurisdiction in the Tokyo District Court.

for Members-India

Jurisdiction Defined means this Agreement is construed and controlled by the laws of Singapore. Further, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, must be referred to and finally resolved by arbitration in Singapore under the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC"), which rules are deemed to be incorporated by reference into this subsection. The Tribunal shall consist of one arbitrator to be appointed by the Chairman of SIAC. The language of the arbitration will be English. The decision of the arbitrator will be final, binding and incontestable and may be used as a basis for judgment thereon in India or elsewhere.

for Members-China

If Member is located in the People's Republic of China (excludes for the purposes of this Agreement Hong Kong S.A.R., Macao S.A.R., and Taiwan) --

Jurisdiction Defined means this Agreement will be construed and controlled by the laws of the People's Republic of China, and Member-APAC consents to submit any dispute arising out of or in relation to this Agreement to the binding arbitration at the China International Economic and Trade Arbitration Commission in Beljing (CIETAC) under its rules in effect from time to time.

If Member is located in Hong Kong SAR -

Jurisdiction Defined means this Agreement is construed and controlled by the laws of Singapore. Further, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, must be referred to and finally resolved by arbitration in Singapore under the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC"), which rules are deemed to be incorporated by reference into this subsection. The Tribunal shall consist of one arbitrator to be appointed by the Chairman of SIAC. The language of the arbitration will be English. The decision of the arbitrator will be final, binding and incontestable and may be used as a basis for judgment thereon in Hong Kong SAR or elsewhere.

for Members-APAC

Unless otherwise specified below, Jurisdiction Defined means the United States of America's' State of Washington.

If Member is located in Australia or its external territories -

a. Consumer Remedies. Notwithstanding anything in this Agreement, consumers may have the benefit of certain rights or remedies pursuant to the Trade Practices Act 1974 (Cth) and similar state and territory laws in Australia in respect of which liability may not be excluded. If so, then to the maximum extent permitted by law, such liability is limited, at Microsoft's option, in the case of goods to eithes.(i) replacement of the goods or (ii) correction of defects in the goods, and in my page of

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9. Termination and Expiration. The start of the Term terminates any prior Program membership agreement. Member may terminate this Agreement at any time, without cause, on the delivery of thirty (30) calendar days' prior written notice. Neither party will be responsible to the other for any refunds, costs or damages resulting from the termination of this Agreement. Without prejudice to any of Microsoft's other legal or equitable rights or remedies, Microsoft will have the right to terminate this Agreement immediately upon written notice if Member materially breaches this Agreement or if Member fails to remedy within 30 calendar days any breach Microsoft calls upon Member to remedy. Microsoft shall have the right to terminate this Agreement immediately if Member makes any assignment for the benefit of creditors, file a petition in bankruptcy or reorganization, or are adjudged bankrupt or becomes insolvent, or are placed in the hands of a receiver, or the equivalent of any of these proceedings or acts. Section 4 through Section 12 will survive any termination or expiration. Notification of early termination to Microsoft must be made in writing to Program Castomer Support Email Address. Upon expiration or termination of this Agreement, Members enjoyment of any Program Benefits shall cease including the right to identify itself as a Program member and any rights limited to the Term of this Agreement.

10. Export Laws. The software is subject to United States of America export laws and regulations. Member must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information,

11. Jurisdiction and Laws. This Agreement shall be governed by and construed in accordance with the laws of the Jurisdiction Defined, without regard to the conflict of laws provisions thereof. The parties hereby consent to jurisdiction of the courts of the Jurisdiction Defined in the event of any dispute or controversy relating to this Agreement. This choice of jurisdiction, dispute resolution method and venue stated below does not prevent either party from seeking injunctive relief for: (i) a violation of intellectual property rights or (ii) enforcement or recognition of any award or order in any appropriate jurisdiction. The 1980 United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement. Member shall ensure that its performance under this Agreement complies with any and all applicable laws and regulations. If a court of competent jurisdiction holds any provision of this Agreement to be unenforceable, the remaining provisions will remain in full force and effect.

12. <u>Region/Country-Specific Terms and Conditions</u>. The following region/country-specific terms and conditions shall apply to Member as appropriate based on the "Member" definition and based on the region/country Microsoft has "on record" under the Program for Member's principal place of business --

for Members-USA

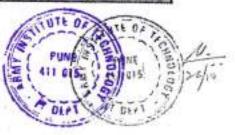
Jurisdiction Defined means the State of Washington, or, if Member is an entity of a state (including the District of Columbia) or local government including public educational institutions, the state (including the District of Columbia) in which Member is organized or formed.

for Members-LATAM

a. The definition of "Agreement" in Section 1(c) above also includes the Notice of Acceptance which shall have the lowest precedence in cases of conflict.
b. Member further represents and warrants that Member: (i) has fall internet access; (ii) acknowledges and agrees that Microsoft Training Materials (MTM) are in English and therefore required English speaking resources and even translation is needed; (iii) MTM require localization for the jurisdiction where member is located.; and (iv) All MTM are delivered to Member under DDU terms (INCOTERMS 2000) port of arrival in Members county. Member shall be exclusive responsible to pay all costs and related procedures, including customs and import duties, as well as any cost of freight, transport and mobilization.

c. Jurisdiction Defined means the United States of America's State of Washington.
d. If the Member meets the "public sector entity" definition described in the volume licensing Microsoft Government Eligibility Definition (LATAM), the Agreement shall be governed by the laws and jurisdiction of the State where the Member is located.

for Members-UK, Germany, France, EE, WE, and MEA



3. <u>Relationship</u>, <u>Affiliates</u>, <u>Successors and Assigns</u>, Nothing in this Agreement will be deemed to create or constitute a partnership, joint venture, franchise, agency, or contract of employment between Microsoft and Member, or to otherwise grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. Member is not permitted to extend this Agreement to any of Member's Affiliates. Member may not assign Member's rights or obligations under this Agreement by contract, merger, operation of law or otherwise, without Microsoft's prior written consent.

4. <u>Compliance Verification</u>. During the Term and for one year thereafter and subject to applicable privacy laws, Microsoft and/or its designated representatives shall have full access to the Member's pertinent books and records and shall have the right to make copies of such materials as is reasonable to verify Member's compliance with this Agreement, including without limitation all reporting and payment requirements hereunder. Microsoft shall conduct such audits from time to time as Microsoft deems necessary, but only during Member's business hours after reasonable notice and in a manner that does not interfere unreasonably with Member's business activities. Additionally, during the Term, Microsoft and/or its designated representative may audit all training on Microsoft products that Member offers as a Program member. Audits may include a formal written critique of Member's product knowledge and delivery skills, and/or a review of the equipment and facilities. If Microsoft determines, in its reasonable judgment, that such training is not being delivered in a professional manner, Member is not providing an effective learning environment and/or experience, or that facilities and equipment are not sufficient for quality training to occur, Microsoft shall immediately notify Member in writing. If the defect is not cured within thirty (30) calendar days, Microsoft may terminate this Agreement in accordance with Section 9.

5. <u>No Warranties</u>. EXCEPT FOR ANY LIMITED WARRANTIES EXPRESSLY PROVIDED THROUGH A PROGRAM BENEFIT OR IDENTIFIED EXPRESSLY IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT PROVIDES THE PROGRAM BENEFITS "AS IS" AND "AS AVAILABLE" AND HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. <u>Exclusion of Certain Damages & Limitation of Liability.</u> To the maximum extent permitted by applicable law, neither party nor any of their Affiliates or suppliers will be liable for any indirect damages (including, without limitation, consequential, special or incidental damages, damages for loss of profits or revenues, business interruption, loss of business information) arising in connection with this Agreement even if advised of the possibility of such damages or if such possibility was reasonably foreseeable. This exclusion of liability does not apply to either party's liability to the other for violation of the other for violation of the other party's

Except as specifically provided in this paragraph, whatever the legal basis of Member's claims, Microsoft's entire liability under this Agreement shall be limited, to the maximum extent permitted by applicable law, to the greater of the fees paid by member for the subscription for the applicable term or the fees paid by Member for the MTM that causes the damage. The limitations in this paragraph will not apply with respect to the following in connection with this Agreement:

(i) Microsoft's obligations, as may be provided in the terms and conditions of the Program Benefits for infringement defense and to pay damages resulting from any final adjudication (or settlement to which Microsoft consents of such claims, and (i) Microsoft consents of such claims, and

(ii) Microsoft's liability for damages for gross negligence or willful misconduct, to the extent caused by Microsoft or Microsoft's agent and awarded by a court of final adjudication.

 Amendment, Waiver and Modification. No amendment or waiver of or to this Agreement shall have effect unless reduced in writing and signed by both parties. Nevertheless, Microsoft reserves the right to unilatently modify the Benefits Guide. Any changes to the Benefits Guide shall take effect within thirty (30) calendar days of issuance or of notice by Microsoft of issuance, whichever is later.

8. <u>Notice</u>, Notices in connection with this Agreement must be sent by mail/post, express courier or email (other than for service of process) to the points of contact information found at Member's Organization Profile. Notifications to Microsoft must be made to Program Customer Support Email Address. Notices will be deemed delivered on the date shown on the postal return receipt or on the courier or email confirmation of delivery.



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Microsoft IT Academy Program ("Program") Member Agreement

Microsoft and Member (both terms as defined below in Section 1) agree to the following terms and conditions:

1. Definitions, The following words and phrases capitalized in these terms and conditions shall have the meanings as provided here --

a. Microsoft means the Microsoft business entity that is providing Notification of Acceptance and sponsoring the Program for the particular region of the Member

For United States of America (USA) - Microsoft Corporation

For Canada (Canada) - Microsoft Corporation

For Latin America and the Caribbean (LATAM) -- Microsoft Corporation

For United Kingdom (UK) - Microsoft Ireland Operations Limited

For Germany (Germany) -- Microsoft Ireland Operations Limited

For France (France) - Microsoft Ireland Operations Limited

For Eastern Europe (EE) - Microsoft Ireland Operations Limited

For Western Europe (WE) - Microsoft Ireland Operations Limited

For Middle East and Africa (MEA) - Microsoft Ireland Operations Limited

For Japan (Japan) - Microsoft Company, Limited

For India (India) - Microsoft Regional Sales Corporation

For People's Republic of China (China) - Microsoft China (Company) Limited

For Asia/Pacific, including Australia and New Zealand (APAC) -- Microsoft Regional Sales Corporation

Hong Kong SAR- Microsoft Regional Sales Corporation

Taiwan - Microsoft Taiwan Corporation

b. Member means the organization applying for a subscription membership to the Program. The Member may also be referred to in conjunction with the applicable regional designation of the Microsoft entity that is a party to this Agreement such as Member-USA, Member - Canada, Member-LATAM, Member-UK, Member-Germany, Member-France, Member- EE, Member- WE, Member, Member-MEA, Member-Japan, Member-India, Member-China and Member-APAC.

c. Agreement means the Program subscription membership agreement for Member consisting of, in order of precedence in cases of conflict, these terms and conditions and the Benefits Guide.

d. Benefits Guide means the Microsoft IT Academy Benefits Guide available online at that applies to Member's region or country. See Section 7 below regarding updates.

e. Program Benefits mean those products and services provided as program benefits described in the Benefits Guide.

f. Microsoft Training Materials (MTM) means those products including course materials and elearning made available through the Program Benefits.

g. Affiliate means any entity that directly or indirectly, the party controls, which controls the party, or which is under common Control with the party. "Control" and "Controlled" mean the power, directly or indirectly, to direct the management and policies of an entity, whether through ownership of voting securities or equity interests, through common directors, trustees or officers, by contract or otherwise. i. Term means the period from the date of acceptance to the date of termination. The date of termination is based on the membership subscription cycle as described in the Benefits Guide. The applicable membership subscription cycle is determined by the date of acceptance. This Agreement will not take effect until Microsoft has provided a Notification of Acceptance to Member. Processing of the applicable subscription fee does not constitute acceptance.

j. Program Customer Support Email Address means the email address for the applicable Microsoft Regional Customer Service Center as provided.

k. Jurisdiction Defined is as defined in Section 12 based on the applicable region/country for the Member.

2. Subscription and Payment, Once the Term has started, Member will be entitled to receive the Program Benefits subject to the respective terms and conditions (and, if applicable, ordering fees) of the Program Benefits and this Agreement. The applicable subscription fee must be received by Microsoft within thirty (30) calendur days of the Member's Notification of Acceptance else Microsoft shall have the right to terminate under Section 9. Member acknowledges that Microsoft's trademarks are and will continue to be owned by Microsoft, and nothing in this Agreement shall be construed either as a transfer of such trademarks or as an authorization to use them beyond what is strictly agreed upon in Benefits Guide including the Program Benefit:





Army Institute of Technology (AIT) Dighi Hills, Pune - 15. Director Tele Fax 27157534 Principal 27157741 Exch 27157612,27157534 Website :- www.aitpune.com Email :- ait@aitpune.edu.in Recognised by AICTE and affiliated to University of Pune Id No. PU/PN/Engg/108/(1994)

FEE DETAILS (CHARGE FOR ILT BY ATS BUNDLED WITH COURSEWARE & CERTIFICATION AS PER THE AGREEMENT)

S.No.	Product	Duration Total	Fees to be paid directly to DP	Registration Amount to be paid before starting of batch	First installment within 07-10 days from the start of Training	the receiving of
1	.NET Level 1 + 2	80 Hrs	Rs. 6000	Rs 1000	Rs. 2500	Registration

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Army Institute of Technology (AIT) Dight Hills, Pune - 15. Director Tele Fax 27157534 Principal 27157741 Exch 27157612,27157534 Website :- www.altpune.com Email :- ait@altpune.edu.in Recognised by AICTE and affiliated to University of Pune Id No. PU/PW/Engg/108/(1994)

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1	.NET Level 1 + 2	80 Hrs	Rs. 6000	Rs 1000	Rs. 2500	Rs. 2500

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WHO CAN AFTEND

Research scholars, industry personnel and faculty members from various Engineering Colleges from all departments are eligible to attend the programme.

SESSIONS

- Quick Introduction to Python, Git and Github, Linux tools like tmux, Cloud setup (if required) NVIDIA Platform - Drivers, CUDA etc.
- 2) Introduction to Neural Network.
- Backpropagation
- 3) Hands on Session Neural Network using Python
- Introduction to Deep Learning Ecosystem with Frameworks
- Convolutional Neural Network, Pretrained models, Transfer Learning etc.
- 6) Hands on Session Image Classification of MNIST using DIGITS platform (CNN and
- optimization) and Transfer Learning
- 7) Introduction to Recurrent Neural Network 8) Demo video of simple RNN example
- 9) Deep Learning Live Project Discussion



Brig Abhay A Bhat (Retd), Director, AIT

PATRON

Dr. B P Patil, Principal, AIT

CONVENER

Dr. Sangeeta Jadhav, HOD (IT)

COORDINATORS

Ms. Ashwini Sapkal, Asst Prof. IT Mrs. Vaishali Ingale, Asst Prof. IT

EXECUTIVE COMMITTEE MEMBERS

Mr. Yuvroj Gholop, Asst Prof. IT Mrs. Aparno Joshi, Asst Prof. IT

Army Welfore Education Society is an Indian Army governed organisation which manages and ensures good quality and affordable education facilities to Indian Army words. Established in 1983, AWES has grown and new running over 128 Army Public Schools and 239 Army Pre-primary schools and It Institutions of higher education accross India.

discussed through case studies and problem solving

ABOUT AWES

methods

ABOUT AIT

All was founded in 1994, as a result of the valen, and untriving efforts of Late Gen B.C. Joshi PVSM, AVSM, ADC for the children of all ranks of the Indon Army, AIT has completed 25 years of excellence and is calebrating this years est it's liter Johnse war. The boostiful company, series ambience and architectural splendor, state of the art infrastructure, all posside what ingerdisent for a delectable academic environment for development of total quality improvers. AIT is remined at No. 86 by NIRF in 2016 survey. AIT has was the best college dward in technical category for year 2016-17 by SPPU. AIT new UG sources in Compl. Englis, IT, Mech. EETC and PG course in Machine Design. All courses are affiliated to SPPU.



MEMORANDUM OF UNDERSTANDING

Between mITu Skillologies, Nashik



ARMY INSTITUTE OF TECHNOLOGY, PUNE



This Memorandum of Understanding is entered on Date 02/02/2017 between: mITu Skillologies, headquartered at 12, Guruprasad, Sneh Nagar, Dindori Road, Mhasrul, Nashik, Maharashtra 422004 and Army Welfare Education Society (AWES)'s, Army Institute of Technology, Pune (AIT), Dighi Hills, Pune-411015. Maharashtra, for the purpose of enhancing the quality of engineering education being imparted to the students.

OBJECTIVES:

MOU is for the purpose of enriching the technical education in new subject areas, learning-Λ. teaching process and to jointly work for enhancing the quality of education being imparted to

- Information Technology and other branch students. В.
- MOU is to enhance the quality of the technical education for students to enable them to meet the industry needs and to be recognized globally. Ċ.
- MOU is to :-
- Sponsor a BE Project.
- Sponsor a Mini Project to student of SE/TE.
- Conduct special lectures/workshop for students at campus/Industry with minimum cost.
- Allow Students / Faculty for training, Industrial Visit and One week to month Internship/Industrial Training of Students and Staff.
- Enable students to participate in Conferences /Seminars / Contests at the national, International level / Online competition event with students .
- Increase employability by providing technical and soft skills training
- Technical Guidance for Lab Developments & Setups (ex. IOT, Open source Lab

	In I FUNE I B I
Pune Office: 7, Ganaraj, Sahyadri Colony, Pimpale Guray, Pune – 61.	http://mitable of DEP1



Technically sponsoring the events.

Sharing Industry oriented-courseware and Technology.

Create an industrial awareness among students / teaching faculties.

Organize joint programs between industry and academicians to enhance quality of education.

TERMS AND CONDITIONS:

RELATIONSHIP :

MOU is the collaboration between two parties for mutual benefit.

1.2 MOU stands valid for one year from the date of agreement. The collaboration can be terminated from either side with a notice period of one month.

 Both parties shall work in synchronism to ensure the successful completion of collaboration.
 Both the parties shall provide adequate facilities to the students undergoing training with mutual understanding.

1.5 Mr, Tushar Kute will be single point of contact (SPOC) from mITu Skillologies, Nashik.

1.6 Dr Mrs Sangeeta Jadhav, HOD IT will be single point of contact from Army Institute of Technology, Pune (AIT), Dighi Hills, Pune-411015.

2. OBLIGATION :

2.1 There shall be no obligation on any party to compensate the other in any manner or to make any claim.

2.2 Each party shall meet the expenses as mutually agreed.

2.3 Each party shall respect the others intellectual property (I.P.)

2.4 Both parties shall maintain confidentiality about any information.

3. LIMITATION :

3.1 Each party represents that they have full power and authority to enter into this MOU.

3.2 Each party shall ensure to work together with maturity.

4. CONDITION :

4.1 Both parties will designate a representative who will be the primary point of contact.

4.2 Unless and until the parties agree there shall be no public announcement. Agreement has to be in the form of written approval.

4.3 Any dispute under this MOU will be settled at Pune through arbitration if necessary.

In written, where of both parties put their hard seal on the day, month and year herein methoded. Nashik Office: Pune Office: http://mitPoth 12, Guruprasad, Sneh Nagar, 7, Ganaraj, Sahyadri Colony, contact@m.utrobe1 Dindori Road, Nashik - 4. Pimpale Gurav, Pune - 61. 9404584270.



DATE: PLACE: NAME: DESIGNATION:

ADDRESS:

SIGNATURE:

SEAL

Pune Dr B P Patil Principal, AIT

02/Feb /2017

ARMY INSTITUTE OF TECHNOLOGY,PUNE Dighi Hills,Pune-411015

> PUNE 411015

DATE: PLACE: NAME: DESIGNATION:

ADDRESS:

. . .

SIGNATURE:

SEAL

02/Feb /2017 Pune Mr, Tushar Kute

Researcher 12, Guruprasad, Sneh Nagar, Dindori Road, Mhasrul, Nashik, PIN 422004, Maharashtra, India



FUNE



Nashik Office: 12, Guruprasad, Sneh Nagar, Dindori Road, Nashik – 4. Pune Office: 7, Ganaraj, Sahyadri Colony, Pimpale Gurav, Pune – 61. http://mitu.co.hn contact@mitu.co.in 9404684270.







CERTIFICATE OF LEARNING

This is to certify that,

Mr./Ms. Brof. G.m. Walunjkor

has participated in a Workshop on "Data Analytics" conducted by MITU Skillologies from 26th and 27th March 2019 at Department of Information Technology, Army Institute of Technology, Dighi, Pune in association with Computer Society of India.

A comprehensive set of topics pertaining to Big Data, Apache Hadoop, Data Analytics using Python Programming were covered in this workshop.

Dr. Sangeeta Jadhav Hend of Department-IT AIT, Pune

Prof. Rupali Bagate Coordinator

Tushar B. Kute Associate Director, MITU Skillologies

www.mitu.co.in

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CERTIFICATE OF LEARNING

This is to certify that,

Mr./Ms. Gajanan Walunjkaz

has participated in three days workshop on "Programming Python", conducted by MITU Skillologies, Pune from 7th August to 9th August 2018 at Army Institute of Technology, Dighi, Pune.

A comprehensive set of topics pertaining to programming using Python were covered in this workshop.

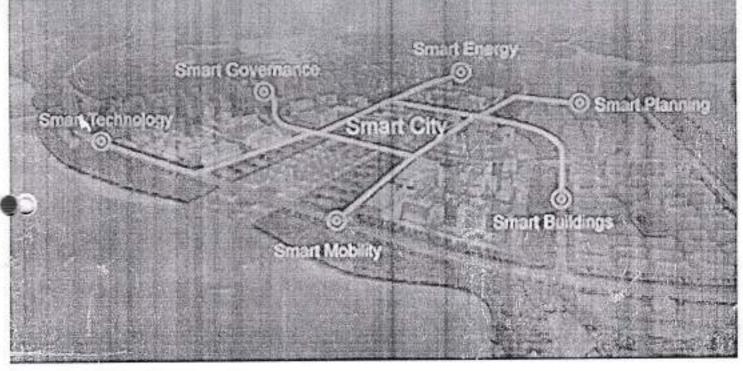
Prof. Rupali Bagate Coordinator

Dr. Sangeeta Jadhav

Tushar B. Kute Associate Director, MITU Skillologies

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Commercial Proposal - Build Operate and Transfer (BoT) FortyTwo Innovation lab

Submitted to,

Army Institute of Technology, Pune Date - 30/August/2017 | Document Version - 1.0

Abstract:

Fortytwo42 Technology Innovations Private Limited also often referred as Fortytwo Labs or FT42. Fortytwo Labs is a Technology Innovation center that focuses on developing next generation cutting edge technologies in the field of cyber security, embedded systems, high performance computing and IOT. Army Institute of technology wishes to setup an innovation lab in their campus, for their students and faculties with purpose of enhancing R&D, cutting edge technology application knowledge, Industry collaboration and promote entrepreneurship. The document lays down the operational framework and commercials for same.

Proposal for Build Operate and Transfer Forty Two Labs

Document Title: Proposal for build operate and transfer of Fortytwo Innovation Lab in Army institute of technology Pune.

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Document Status: 1.0

Document Publication History

Date	Author	Version	Remark
23-Aug-2017	Nilesh Dhande	0.1	Draft version for review
26-Aug-2017	Nilesh Dhande	0.2	Included commercials
28-Aug-2017	Sanjay Deshpande	1.0	Review and baseline

Reviewers

Date	Reviewer	Remarks
27-Aug-2017	Sanjay Deshpande	Included Modus Operandi

This document is proprietory and confidential. No part of this document may be disclosed in any manner to a third party without the prior written consent of Fortytwo42 Technology Innovations Private Limited.

Private and Confidential

FORTYTWO DRINGING IDERS TO LIFE

Proposal for Build Operate and Transfer Forty Two Labs

Та	ble of	Con	tents
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Proposal for Build Operate and Transfer Forty Two Labs

1 Introduction

1.1 About FORTYTWO LABS

Fortytwo Labs is an Innovation center that focuses on developing next generation cutting edge technologies in the field of cyber security, embedded systems, high performance computing and IOT. Fortytwo Labs is working on developing solutions to problems that has a massive positive impact on the human lives globally. Fortytwo Lab's mission is to create a radically new model of business and technology innovation life cycle management and commercialization that is primarily centered on the inventors/innovators, the entrepreneurs, founders, team members and customers to create a sustainable long-term value based innovation ecosystem.

PRIYL

1.1.1 How We Do It?

business/technology problems.

We identify high impact business and technology problems that have a massive impact and create dedicate teams that focus on these problems to develop the relevant business and technology solutions. Unlike Venture Capital firms, we invest in developing the intellectual property in our Labs, develop the business model, identify and work closely with the beta customers, and only after the product market fit is clearly identified, we spin-off the venture in to a separate subsidiary. We also identify third party intellectual property (Technology and Products) and bring them in to the Lab to build the necessary commercialization model around them. We work closely with academic institutes and collaborate with them to invest build cutting edge technologies and solutions that may have a slightly long-term innovation cycles. There are various Labs and centers of excellence within Fortytwo Labs focusing on specific areas of research and development. We collaborate with our co-innovation partners (enterprise customers) and jointly work with them to apply the technologies that will solve specific

1.2 About Army Institute of Technology (AIT) Pune

Army Institute of Technology, Pune (AIT) is an undergraduate engineering college affiliated to the University of Pune. Only wards of army personnel are allowed admission. The admission is done through JEE MAINS exam. Vision of AIT is "AIT strives for excellence in providing the right environment for development of physical, intellectual, emotional and spiritual quotients with a view to produce total quality engineers, preparing them to face challenges of the modern information society."

1.3 Context

Consistent with their vision, Army Institute of Technology has invited Fortytwo Labs to set up and operate innovation lab inside their campus for the benefit of student and faculties with purpose of enhancing R&D, cutting edge technology and application knowledge, Industry collaboration and promote entrepreneurship. The document lays down the operational framework and commercials for same.

FORTYTWO

2 Fortytwo Innovation Lab

"Technology is nothing. What's important is that you have a faith in people, that they're basically good and smart, and if you give them tools, they'll do wonderful things with them."

Steve Jobs

2.1 Objectives

- To promote industry collaboration with academia, so that students and faculties understand need of a time or rather stay ahead of time.
- To enhance knowledge of cutting edge technologies and their application/(s) in students and faculties alike.
- 3. To act as hub of enhanced technology research for industry.
- To generate IP from research and development activities.
- To commercialize IP generated in the lab.
- 6. To promote entrepreneurship amongst all participants.

2.2 Key Focus Areas

Below are the list of key focus areas to start with, however as we progress or based on the industry requirement/ outlook more focus areas would be added.

- 1. Data Science
- 2. Artificial Intelligence
- 3. Embedded Systems and Internet of Things (IoT) and
- 4. Cyber Security and
- 5. High Performance Computing

2.3 Setup

1. The lab shall be setup on the campus of Army Institute of Technology (AIT).

Proposal for Build Operate and Transfer Forty Two Labs

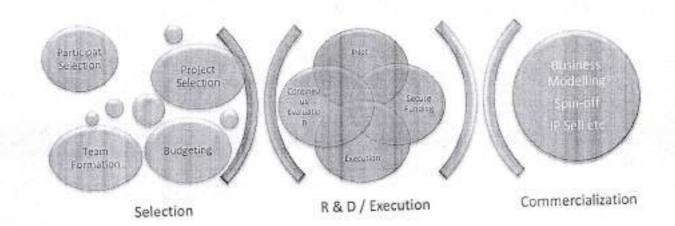
 AIT shall allocate infrastructure including but not limited to space, power, internet, telephone line, machines, software licenses (if needed) and servers as per the project needs.

RIYIW

- To begin with AIT shall allocate a space of 1000 Sqft 1500 Sqft with internet connection having good bandwidth along-with 30-35 high end work stations for students and faculties to work on them.
- The design of the lab should be in consultation with Fortytwo Labs.

2.4 Operations

The modus-operandi for the lab is depicted in following diagram. Inherently the process involved in coming out with new innovative ideas or research is a chaotic process with lot of iterations and eliminations at each phase. However, putting a method to a chaos so that it can be managed with optimum efficiency following process is typically recommended based on our experience. The following section deals with detailing each component.



2.4.1 Selection

- Participants This would be conducted by Fortytwo Labs and which would involve individual interaction with the program participants to judge skills, attitude and inclination.
- Project Proposals There could be two plausible cases here
 - Case 1 the project proposals are being submitted by the participants themselves OR

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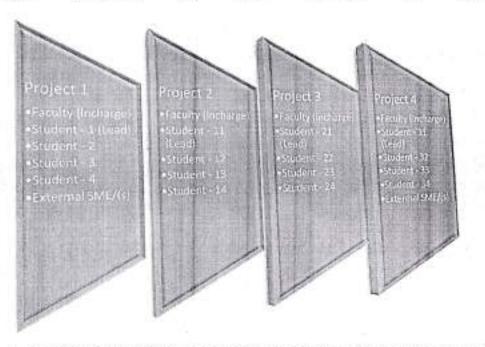
5|Page

 Case 2 - Fortytwo have received the research request from industry which can be executed in AIT

FORTYTWO

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- In case 2 there would be direct jump to participant selection based on the interest level and commitment shown by the participants.
- In case 1 the project proposals shall be send for scrutiny to FT42 SMEs.
- Project Selection As the case may be out of the several project proposals received either from the participants or from industry FT42 shall choose the project based on the parameters including but not limited to IP creation, IP sales estimate, commercial viability, acceptability timeframe etc.
- Team formation Post project selection the teams shall be formed around the project proposals to start working on same



- In each of the project team there would be a faculty in-charge and a project lead
- Faculty in-charge shall be responsible for successful execution of the project.
- Student lead is automatically selected if the project proposal is made by the particular student and same is selected and student has opted to be a lead.
- There is possibility of associating an external subject matter expert based on the project need. FT42 shall evaluate such need and post ROI analysis will associate external SMEs with the project.

 There is possibility of team rotation and attrition of team members based on their performance which would be measured on every key project milestone.

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 Budgeting – The project budget shall be estimated will be submitted by the project team to FT42.

2.4.2 R & D / Execution

- Securing Funding In any venture sales is an important part of entire life cycle. For securing budget each project teams shall make presentation either internally or to external industry as case may be. In case of external industry customers there would be a joint presentation done by students/ faculty in-charge and FT42 representative.
 - Sources of funds
 - There would be three sources of funds.
 - Industry Sponsored Research
 - AIT sponsored research or
 - Government funding where joint representation is made.
 - Compensation The faculty or student compensation would be solely decided based on nature of the project and the source of funds. And hence based on above two factors faculty and student compensation would be decided.

 Execution / R&D – This would be the build phase of the project which based on the type of project guidance shall be provided to the students about the project life cycles and methodologies.

 Continuous Evaluation – The project milestones shall be tracked against the project plan submitted earlier during the project proposal phase and progress would be closely monitored by the FT42. In case of any course correction or external help needed same would be provided.

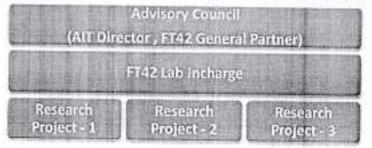
- In case of skill gaps the expert guidance can be made available but participants needs to ensure that they have gained basic knowledge or topic or subject so that we can make effective utilization of expert's time.
- Pilot For the projects which are selected internally whether they are in B2C domain or B2B domain the FT42 along-with the project lead will secure pilot and/or beta customer for the project so as to get it field tested.

2.4.3 Commercialization

- There are several routes once the technology and/or product have proven to be viable in the market. Few options which are available to the teams would be
 - Spin off If the technology or the product is proven to be viable in the market after field testing, the researchers could choose to spin off as legal entity and start their entrepreneurial journey. FT42 shall provide assistance in terms of finding right set of seed investors, legal opinions, business acumen and last but not least initial beta customers.
 - Industry Sponsored Research In case of industry sponsored research project IP sell would be an option based on how the research agreement is signed with the customer. FT42 shall facilitate to provide business and legal aid for signing such agreements.
 - Royalty Few researchers may choose to license the technology to third party or FT42 if the technology is selected. In such cases they can get royalty if and as and when technology/ product is sold or used based on the agreement.
 - FT42 shall be signing separate agreements on case to case basis based on what commercialization model is adopted by the researcher. The agreement may include royalty arrangements or Preferential Shares arrangement as case may be.

2.5 Governance Framework

The lab shall follow the following governance framework.



 The advisory council shall start with AIT Director and FT42 General Partner. But over the period of time the council may be expanded to include business leaders, technology leaders and domain experts from industry. The

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advisory council shall keep a hawk eye over the research project and provide guidance on time to time basis.

Advisory council shall be presented with monthly report of progress of lab. The council shall meet minimum once in a quarter to access the progress.

3 Commercials

As per the MOU signed between FT42 and AIT, both parties have agreed to collaborate and seek funding opportunities jointly for furthering cause of the lab. Following are the proposed commercials for the lab.

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- 1. The contract period would be 3 year from the date of releasing the purchase order.
- FT42 shall charge quarterly fee of INR 90,000 (Ninety Thousand Only words), for the value added training carried out by FT42Lab for the faculty and the students of the lis attached as Appendix A,B,C. These students and faculty will increase after each yea depending on the selection carried out at that time for the new batch of the students and inclusion of more faculty members depending on interest.
- Subject to mutual agreement, AIT shall bear the project expenses, CIO meet, Tech gatherings, travel and incidentals on actuals. FT42 lab shall be taking prior approval fo such expenses and may prepare budget for a year jointly with AIT.
- 4. FT42 may arrange for seminars and Tech gathering for external parties in AIT premises In case FT42 decide to charge external parties; proceed of such event shall be shared in 70:30 ration between FT42 and AIT. Such events shall be free for AIT students and faculties unless stated otherwise and mutually agreed.
- If and when external funding for research project is secured. Such funds will be firs utilized for project expenses. Remaining amount will then be shared in 70:30 ration between FT42 and AIT.

On behalf of Army Institute of Technology		On behalf of FortyTwo42 Technology Innovations Pvt Ltd		
Name	: Brig(Retd.) Abhay Bhat	Name	: Mr. Sanjay Deshpande	
Title	: Director, AIT, Pune	Title	:	
Date	: 30.08 2017	Date	1	
Witness:		Witness:		
1.	Prof (Dr.) B P Patil, Principal AIT			
10	-GP-			
2.	Prof.(Dr.) S R Dhore, HOD,Comp, AIT Pune			

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Private and Confidential

APPENDIX 'A'

Students Selected for FT42Lab

Sr. No	Intern Name	Intern Mobile	Group Members Email Id	Stream
	Neha Jeevan	8806033237	nehajeevan28@gmail.com	TE Comp
	2	NA	asmohit@gmail.com	TE Comp
	Vikas Singh	NA	NA	TE Comp
	Saahil Kimar Jha	8408919727	Saahilkumarjha@gmail.com	TE Comp
5	Shivam Singh	NA	shivamsingh15123_aitpune.edu.in	TE Comp
	Shivangi Sharma		shivangisharma2205@gmail.com	TE Comp
	Ritu Shekhawat	8007828676	ritukanwarshekhawat687@gmail.com	TEIT
	Rohan Chougule	NA	NA	TE Comp
	Y. Abhilash Reddy	NA	NA	TE Comp
	Salil Gautam	NA	NA	TE Comp
	Anjali Singh	7770042584	12anjalisingh66@gmailcom	TEIT
	Anuj Singh	8291166592	NA	TE Comp
	Sougata Ghosh	NA	NA	TE IT
	Deeptanshu Rathore	8007815536	deep280497@gmail.com	TE IT
	Kriti Shukla	8007683206		TEIT
	Ajay Pratap Singh		ajaypratapsingh768@gmail.com	TEIT
	Pushpender Singh	NA	NA	TEIT
	Anirudh Murali		anirudhvmurali@gmail.com	TE Comp

APPENDIX'B'

Sr. No	Intern Name	Intern Mobile	Group Members Email Id	Stream
1	Vaibhav Yadav	8698426780		TE E&TC
2	Veer Abhimanyu Singh			SE-IT
3	Aman Tanwar	9112158227	amantanwar1996@gmail.com	TE Comp
4	G. Mothy	8698572133	gobillamothy85@gmail.com	SE Comp
5	Anant Dahiya	NA	NA	TE Comp
6	Smrithi G.S	9623394314	smrithi303@gmail.com	TE E&TC
7	Sandeep Samant	NA	NA	TE Comp
8	Abhishek Kumar	8007414273	abhishekkumar1296@gmail.com	TE - ENTC
9	Prajwal Goswami	NA	NA	TE Comp

List of Students Provisionally Selected for FT42 Lab



APPENDIX'C'

Faculty List for FT42Lab

Computer Eng	and the second se	
	Prof. Nikita Gupta	
C. 16 Y.	Prof. Sagar Rane	
	Prof.Mahesh Lonare	
	Prof. Sarika Patil	
	Prof. Shubhda Bhalerao	
	Prof. Anant Kaulage	
Information Te	echnology	
	Prof. Geeta Patil	
	Prof. Ashwini Sapkal	
	Prof. Rahul Desai	
	Prof. Vaishali Ingle	
Electronics and	I Telecommunication	
	Prof. D G Auradkar	



Army Institute Of Technology (AIT) Dight Camp. Pure - 15. Director: (020) 27157758, Joint Director: (020) 27157977, Principal: (020) 27157741 Exch: (020) 27157612, (020) 27157534, Fax: Extn: 3185 Webiste: altpune.com, Email: alt@altpune.edu.in Recognised by AICTE and DTE Maharashtra and affiliated to Savitribar Phule Pune University

MEMORANDUM OF UNDERSTANDING

BETWEEN

ARMY INSTITUTE OF TECHNOLOGY

AND

FORTYTWO42 TECHNOLOGY INNOVATIONS PVT. LTD.

This Agreement made and entered into on this 22ND day of August 2017 between (thereinafter referred to as MOU) is by and between ARMY INSTITUTE OF TECHNOLOGY (hereinafter termed as "AIT") and FORTYTWO42 Technology Innovations Pvt. Ltd INDIA (hereinafter called " FT42 " which expression shall include its successors and permitted assignces) with its registered office at

1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- To set-up a FT42 Cyber Security Research Lab at AIT premises in collaboration with FT42 and AIT
- b. To promote R&D Collaboration interaction between AIT and FT42 in mutually beneficial areas.
- c. To provide a formal basis for initiating interaction between AIT and FT42.
- d. To constitute a team at both side to work on specific research areas/projects provided by FT42.

2. PROPOSED MODES OF COLLABORATION

AIT and FT42 propose to collaborate through

- a. FT42 to identify & communicate specific research areas/projects for joint research collaboration as an Initiative to the team constituted by AIT & FT42
- b. FT42 and AIT to jointly anchor with financial support and guide R&D projects, which may be carried out wholly at AIT or at premises of FT42 or partly at AIT and partly at FT42.
- c. Any other appropriate mode of interaction agreed upon between AIT and FT42.

Each of the above modes of interaction will be initiated by entering into a separate agreement between the two parties.

3. CO-INNOVATION PARTNERSHIP MODEL

AIT Roles and Responsibility:

- 1. Will provide existing space and equipment for the FT42 Cyber Security Lab
- Will permit its existing students and faculty members to participate in the R&D projects executed in the FT42 Cyber Security Lab
- Will permit its students and faculty members to participate in commercialization models (Royalty Share, Spin-Offs etc) built around the technologies.

FT42 Roles and Responsibilities:

- 1. Will bring in research projects from various organizations
- 2. Will manage the complete execution of the projects
- 3. Will manage and run the lab facilities
- FT42 and AIT will jointly apply for Research Grants for various projects on a case-to-case basis.
- 5. FT42 & AIT will jointly bring the relevant investments to execute the projects.
- 6. FT42 will bring relevant industry and global collaborations to the FT42 Cyber Security Lab.

4. COMMERCIALIZATION MODEL

- FT42, AIT, Faculty Members and Students will jointly own all IP that will be generated in the FT42 Cyber Security Lab at AIT premises.
- FT42 will submit a BUILD OPERATE & TRANSFER proposal for managing the operations of the Lab at AIT premises.
- A separate commercialization agreement will be signed with the relevant stakeholders on specific technologies and projects on a case to case basis.
- AIT, Faculty Members and Students will get royalty share (licensing agreement) or preferential shares (in the spin-off) as part of the commercialization model.
- FT42 may chose to license or sell the IP for commercialization to the Students/Faculty Members/AIT, in which case FT42 will be paid Royalty or Preferential Shares of the Spin-Off Company.

5. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS

The form of any of the said Research and Development Program (hereinafter referred to as "Research Program") will be subject to a separate Research Agreement entered into by the Parties but may also include the following:

- a. In their own existing facilities The performance of research individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchanges of results.
- b. In a separate research and development facility The performance of research by the technical personnel of both Parties working together in the facilities of one Party or in mixed groups at the facilities supported/ sponsored by either Party.
- c. Third parties The performance of research by the Parties together with one or more third parties.

6. AGREEMENTS FOR RESEARCH COLLABORATION

For each research projects undertaken by the parties hereunder shall be initiated by the signing of a separate research project agreement between the parties, which will describe in detail:

- a. The nature, scope and schedule of the research collaboration and project.
- b. The form of the research collaboration.

c. The estimated cost of the research collaboration together with the amount of funding, if any, to be received from third parties.

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- d. The treatment of intellectual property and data rights, including patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) which result from the research collaboration or which belong to a party and are used in research collaboration.
- e. Other provisions as may be mutually agreed upon, including provisions covering the consequences of default or termination by a participant, term, arbitration of disputes and applicable law.

7. PUBLICITY & ACADEMIC FREEDOM

- a. No press release, nor any other written statements, in connection with work performed under this Agreement intended for use in public media shall be made by either party without the other party's consent, which shall not unreasonably be withheld. In any such statements, the parties shall describe the scope and nature of their participation accurately and appropriately.
- b. The Parties acknowledge the subject matter of the Program and resulting reports can involve scientific and technological innovations in which the owner has a proprietary interest.

8. PUBLICATION

Research paper, patents and technology reports as an outcome of such a cooperation could be published jointly.

9. INTELLECTUAL PROPERTY

Ownership of intellectual property shared by the parties for the purpose of discussions held pursuant to this MOU will remain with the contributor or creator. This provision is binding on the parties and will survive the termination or expiry of this MOU. Joint funded and developed Intellectual Property Right (IPR) will be shared jointly.

10. CONFIDENTIALITY

- a. During and for a period of three years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
 - is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
 - is already known or become known to the receiving party
 - is received from a third party having no obligations of confidentiality to the disclosing party,
 - is independently developed by the receiving party; or
 - is required to be disclosed by law or court order.

11. INSURANCE

Each party shall be responsible for its own acts of commission and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by said party, its officers, employees or agents in the performance or omission of any act or responsibility of said party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defence of said claim and to cause their insurers to do likewise.

12. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

13. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire 2 years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 90 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement, Confidentiality clause as referenced in clause 6 above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

14. DISPUTE RESOLUTION

Any dispute arising under or in connection with MOU which cannot be resolve by amicable discussion between the parties shall be referred to the President of Director or Vice-Chancellor of the respective parties of their nominees for resolution, or may be submitted to such alternative dispute resolution mechanism as may be agreed in writing between under the Prevention of Corruption Act, 1988.

15. RELATIONSHIP

Nothing in this MOU shall be construed to make party a partner, an agent or legal representative of the other for any purpose.

16. ASSIGNMENT

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

17. SIGNED IN DUPLICATE

Army Institute of Technology

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity. BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of

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Title Date Witness:

Name

By

On behalf of

: Brig(Retd.) Abhay Bhat : Director, AIT, Pune : 23 August 2017

Name Title Date Witness:

By

FortyTwo42 Technology Innovations Pvt Ltd

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Nilesh R. Dhande 23 " Aug 2017

Prof (Dr.) B P Patil, Principal AIT

Prof.(Dr.) S R Dhore, HOD,Comp, AIT Pune



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INTERNSHIP LETTER

Date: 15th July, 2017

This is to Certify that Mr. / Ms. <u>Abhay Singh</u>, a student of Army Institute of Technology, Dighi from Information Technology has Acquired a Two Month Internship from 15th July, 2017 to 13th September, 2017.

The project assigned is "Internal Operations Management for Organizations Work Flow" using Python as Programming Language at MITU Skillologies.

UTED FUN

Mr. Tejas Rawal MITU Skillologies, Associate Director



7.Recurrent Neural Networks (RNNS), LSTMs and Language models. 8.Case Studies

Prof. Vaiskali Ingole Prof. Gajanan M Walunjkar

Prof. Yuvraj Sholap Prof. Nilima Walde

Prof. Sandeep Samleti

9.Unboxing the Black box Rise of Explainable AI.

SPPU.

Memorandum of Understanding

Between

Army Institute of Technology, Pune (AIT)

And

Credit Suisse Services (India) AG (CSSAG)



This MOU ("Agreement") is made at Pune on 16th day of January, 2020.

By and between:

Credit Suisse Services (India) AG: ("Credit Suisse"), a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Cluster A, EON Free Zone Plot No. 1, S. No. 77, MIDC Knowledge Park, Pune 411014, India (hereinafter individually and collectively referred to as the "Credit Suisse or CSSAG", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean to include its successors and permitted assigns);

Army Institute of Technology, Pune (AIT) is an engineering college run by Army Welfare Education Society, exclusively for Army and Ex-Army wards across India .AIT is accredited by NAAC (The National Assessment and Accreditation Council) in Grade A, NBA (National Board of Accreditation) and affiliated to the Savitribai Phule Pune University. Founded in 1998, AIT is ranked at 91 by National Institution of Ranking Framework (NIRF) by MHRD, Govt of India. Admission to UG level is purely based on merit of Joint Entrance Examination (JEE) (approved by a special Supreme Court order). It is a non-aided and non-profit making college

This Memorandum of Understanding (MoU) between AIT and Credit Suisse to create awareness in Finance domain and give exposure to engineering students in application of technology in Finance domain across India, the Parties desire to collaborate with each other to support and grow the training offerings.

NOW, THEREFORE, Credit Suisse and AIT (hereinafter, each individually a Party, and collectively referred to as Parties) agree as follows:

- Credit Suisse will run one-semester elective course 'Financial Technology' for 'Computer Engineering and Information Technology' students with the help of faculty members of AIT.
- AIT will have one or two faculty members as point of contact for the above-mentioned course for smooth execution of the course.
- Credit Suisse will take care of the entire teaching, laboratory sessions and evaluation process.

AIT: As an EDLC AIT will have following Roles and Responsibilities

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 AIT will prepare timetable taking into consideration availability of Credit Suisse experts
 AIT will allocate one or two faculty members who will help Credit Suisse experts in conduction of lectures, laboratory sessions and evaluation of students.

Credit Suisse: Credit Suisse's roles and responsibilities are as follows

 Credit Suisse will design curriculum of 'Financial Technology' course (theory and laboratory)

ii. AIT students will come to Credit Suisse and attend theory classes and laboratory session as per the timetable

iii. Credit Suisse experts will set up question papers for tests and end semester examination

 Credit Suisse experts will evaluate students based on their performance in theory as well as laboratory

v. Credit Suisse experts will grade the students with the help of AIT faculty members

Mutually agreed upon terms:

- This MOU shall hold good for a period of two years from the date of signing unless retracted by either party at any time without any liability whatsoever. In the event of retraction, both parties will use their best efforts to ensure that any developmental projects, management development programs, research studies etc., which are under way, as on the date of termination, are completed satisfactority.
- The activities arising out of the MoU shall be monitored every six months either at AIT or Credit Suisse premises in Pune as may be mutually agreed upon by the parties.
- This MoU is signed in good faith as an indication of the sincere intention of the Parties to build upon and develop the mutual respect and confidence they have for and in each other. Specific understanding, if any, would be arrived at in the shape of separate Statement of Work and would marked as an addendum of this MoU.
- 4. The terms of co-operation for each specific activity arising out of this Memorandum of Understanding shall be mutually discussed and agreed upon separately in writing by the Parties prior to the initiation of such activity. This MoU comes into force upon execution by the undersigned parties. By mutual consent, this MoU by itself shall not have any legal or financial obligations or implications for the Parties.
- Any amendment to this may be made by the Parties by mutual consent, during the validity of this MoU.

Other Terms: Business

 AIT undertake to have all AIT Students sign the "Letter of Consent" as set out in Annex C (Letter of Consent) before performing any work in connection with this MOU.

2. AIT acknowledges and agrees that it, the AIT's Affiliates, subcontractors/vendors (if any) and any of the AIT's visitors (including, without limitation, external guests and any other individuals/third parties by whatever name called, etc.), Students, in the Credit Suisse premises, shall comply with lawful requirements and instructions of Credit Suisse notified to the AIT in relation to confidentiality and are mandatorily required to sign the Annex A (Confidentiality Agreement) as annexed herewith and adhere to additional confidentiality agreements as required by local Law or applicable Credit Suisse Policies, including where such persons have unescorted access to Credit Suisse premises, access to Credit Suisse Systems or information, documents, records or data containing current, former or prospective client and customer information of Credit Suisse. AIT and/or Students shall not provide access to Credit Suisse Confidential Information including, without limitation, Credit Suisse Systems, Credit Suisse premises and other Credit Suisse information to any AIT Affiliate, subcontractor or AIT Personnel/Students and any of its visitors that have not signed a confidentiality agreement in the form of Annex A. AIT undertakes to have the confidentiality agreement set forth in Annex B (Confidentiality Agreement for Individuals) signed by AIT Personnel/ Students before they may encounter any Credit Suisse Confidential Information. AIT shall ensure that the AIT, through the AIT Personnel/Students, submit the originals of all such confidentiality agreements, duly signed, to the relevant Credit Suisse function as may be required from time to time upon request from Credit Suisse. These confidentiality agreements shall form an integral part of this MOU.

3. Prior to initiation of any court procedure, the Parties shall endeavor to settle amicably by direct informal negotiation any disagreement or dispute arising out of or in connection with this MOU. Notwithstanding anything contained in the MoU, this MOU shall be governed by and construed in accordance with the laws of India and the courts in Pune shall have exclusive jurisdiction. Any dispute relating to this MOU, shall be referred and finally resolved by arbitration in Pune, India in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended ("Arbitration Act"). The tribunal shall consist of one arbitrator to be mutually appointed by the Parties, failing which the arbitrator shall be appointed in accordance with the Arbitration Act. The language of the arbitration shall be English. The decision of the arbitrator shall be final and binding on both Parties.

4. AIT covenants that it and the AIT Affiliates shall not, nor shall any of their respective officers, employees, shareholders, representatives, agents, contractors or Students ("Associated Parties"), directly or indirectly, make or offer any payment, gift or other advantage with respect to any matters which are the subject of this MoU which:

would violate any anti-corruption Laws applicable to either Party or their respective Affiliates;

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- is intended to, or does, influence or reward any person, including but not limited to any CSSAG Personnel, for acting in breach of an expectation of good faith, impartiality or trust, or which it would otherwise be improper for the recipient to accept; or
- Is made to or for a Public Official with the intention of influencing him or her to obtain or retain an advantage in the conduct of business.

In the spirit of this covenant, the AIT agree to limit hospitality provided to any CSSAG Personnel to reasonably priced working meals or refreshments.

AIT covenants that neither it nor its Associated Parties shall make or pay any facilitating or expediting payment in connection with this MoU to a Public Official, the purpose of which is to expedite or to secure the performance of a routine governmental action by a Public Official.

AIT represents that none of its Associated Parties is a Public Official or is acting on behalf of any governmental entity or instrumentality.

AIT shall promptly report to Credit Suisse any request or demand for any undue financial or other advantage of any kind received by the AIT or any of its Associated Parties in connection with this MoU.

Any breach of this Clause by AIT shall entitle Credit Suisse to immediately terminate this MoU by written notice to AIT.

5. Each Party shall at all times comply with applicable Laws relating to data protection in the relevant jurisdiction with respect to Personal Data. The Parties acknowledge that, with respect to all CSSAG Personal Data controlled by CSSAG and/or processed by AIT for the purpose of providing the Products or Services under the MoU, CSSAG in its sole discretion shall determine the scope and purposes for which such CSSAG Personal Data shall be provided to and used by AIT.

CSSAG Personal Data shall remain the property of CSSAG. AIT acknowledges that CSSAG maintains control over CSSAG Personal Data. Where it becomes no longer necessary for AIT to retain CSSAG Personal Data, AIT shall (at the election of CSSAG in its sole discretion), delete, destroy, anonymize or return the CSSAG Personal Data to CSSAG. AIT shall not take any of the foregoing actions without the prior approval of CSSAG. AIT shall not transfer any CSSAG Personal Data outside of, nor allow such CSSAG Personal Data to be accessible from location(s) outside of, the location(s) from which the Products or Services are provided, without the prior written consent of CSSAG. If given, AIT shall provide an adequate level of protection to any CSSAG Personal Data transferred in accordance with applicable Laws, relevant CSSAG policies and all reasonable instructions of CSSAG.



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Notwithstanding anything contained in the MoU, AIT shall be liable for use and processing of CSSAG Personal Data and undertakes to indemnify CSSAG for any breach of its obligations in this MoU or its fault or negligence in performing any of these obligations.

6. AIT agrees to maintain (and shall procure that its employees, representatives and agents maintain) the confidentiality of all CSSAG Confidential Information and not to copy, reproduce, sell, assign, license, market or otherwise transfer such Confidential Information nor disclose (other than to its approved subcontractors, subject to a written agreement requiring such subcontractors to treat Confidential Information in accordance with this MOU and designating CSSAG as an intended third party beneficiary of such agreement) or take any other action inconsistent with the confidential nature of CSSAG Confidential Information. AIT shall limit access to CSSAG Confidential Information to AIT Personnel only to the extent necessary to for the purposes of this MOU (that is on a "need to know" basis) and ensure that the amount of information disclosed to such AIT Personnel is not excessive. AIT shall advise AIT Personnel as well as any of its representatives and agents who may be exposed to CSSAG Confidential Information.

"CSSAG Personal Data" [means any Personal Data that is disclosed or made accessible by CSSAG to AIT.]

Personal Data" means data: (a) relating directly or indirectly to an individual; (b) from which it is practicable for the identity of the individual to be directly or indirectly ascertained; and (c) in a form in which access to or Processing of the data is practicable. In this MoU, the term "Personal Data" shall not include information or data that is anonymized, aggregated, de-identified and/or compiled on a generic basis and which does not name or identify a specific individual or person, directly or indirectly;

7. AIT represents and warrants that it has complied, at the time of signing of this MOU and shall continue to comply with, at all the times, the relevant provisions as applicable, of the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 and the Information Technology Act, 2000, as amended from time to time.

8. Nothing in this MoU shall constitute or be deemed to constitute a joint venture, partnership or employment relationship between the Parties. Neither Party shall have any authority or power to bind the other Party or to enter into any agreement in the name of or create a liability against the other Party in any way or for any purpose.

AIT shall not, without CSSAG prior written consent, use the logo / trademark / trade name of CSSAG or any of its Affiliates or Group entities at any time and in any manner whatsoever.

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10. AIT represent, warrant and undertake to Credit Suisse that its execution, delivery and performance of this MoU has been duly authorized and neither the execution, delivery of this MoU nor performance hereunder violates or will violate any applicable Law or regulation on an ongoing basis.

Credit Suisse and AIT understand that they may share confidential information and mutually agree to respect and adhere to the Confidentiality as well as IPR requirements of the respective organizations.

A Coordination Committee consisting of Dean, AIT, Pune as Chairman, two nominees each from Credit Suisse and AIT would coordinate and monitor the academic and research programs and all related operational matters within the framework of the academic regulations of AIT and the objectives outlined by Credit Suisse.

This MoU shall come into effect upon signature of both the parties on the date set forth below and will remain in force for three years. The MoU may be extended for another period on mutually agreeable terms and conditions.

For and on behalf of AIT

Signature

Name: ABHAY BHAT

Designation: ³ Director Army Institute of Technology, Pune

Address:

Witness



For and on behalf of Credit Suisse

Signature:

Name: Mr. John Burns

Designation: Managing Director Head of IT India & SFO Pune

Address:

Witness

Statement of Work with respect to MoU dated January 16, 2020.

A. Involvement of Credit Suisse in Programs of AIT:

Considering industry requirement and to equip students to meet the requirements, AIT and Credit Suisse have agreed to offer jointly a course viz. Financial Technology. The Financial Technology course is designed jointly by AIT and Credit Suisse to address the everincreasing focus of the BFSI (Banking, Financial Services and Insurance) industry on technology. The course also provides adequate information to form a strong base in finance- with topics including regulatory frameworks, macroeconomics, financial accounting, corporate finance, various financial instruments etc.

This course should be considered as a beginner level course in finance, having extensive project requirements in technologies relating to the entire trade life cycle. Students will gain a competitive advantage while applying for technology roles in the financial industry after this course.

Credit Suisse has agreed to extend its expertise in content delivery and while AIT is responsible for all operational matters pertaining to the course offering including executives' travel and local hospitality. Credit Suisse has agreed to share course study material and will help faculty members to develop business case studies and course study material. Credit Suisse has agreed to continue its support for three years starting from academic year 2020-21.

For the above activities, Prof. Manoj Khaladkar from AIT and Mr. Chirag Shah from Credit Suisse will be the contact points.

For and on behalf of AIT

Signature:

Designation:

Director

For and on behalf of Credit Suisse

Name: Mr. John Burns

Signature:

Name: ABHAY BHAT

Designation: Managing Director Head of IT India and SFO Pune

Army Institute of Technology, Pupe

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CREDIT SUISSE SERVICES (INDIA) PRIVATE LIMITED Ground Floor, Wing L. Phone 491 20 6678

Ground Floor, Wing 1, 3000 Cluiter A. EON Free Zone, Plot No. 1, 5 No 77, MIDC Knowledge Park, Kharadi, Pune 411 014 India

credit-number com

PRIVATE & CONFIDENTIAL

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9 May 2019

Deepa Yadav Army Institute of Technology Dighi Hills, Alandi Road, Pune, Maharashtra 411015

Dear Deepa;

We are pleased to offer you an internship with Credit Suisse Services (India) Private Limited (the *Company") on the terms and conditions set out below in this internship agreement.

In the course of your internship with the Company, you will be required to perform services for the Company and, subject to applicable laws and regulations, other entities comprising the Credit Suisse Group. In this internship agreement, "Credit Suisse Group" and "CS" mean Credit Suisse Group AG and/or its affiliates.

Location:

Your principal place of work will be in the Company's offices in Pune, India. Although you may be required to travel outside of Pune from time to time to carry out your duties, you must not work on a regular basis from any other location outside of Pune without the written approval of the Company.

Position:

intern, Technology

Commencement Date:

Your internship will commence on a date following the satisfactory completion of the background and other checks referred to herein which is to be agreed between you and the Company (the "Commencement Date") but in any event no later than 10 June 2019. Your Commencement Date is also subject to work pass approval, where applicable.

Duration:

The duration of your internation will commence on the Commencement Date and unless terminated sooner in accordance with the Termination' section herein, will expire on 9 August 2019. Your internship may be extended by mutual agreement between you and the Company in writing.



FT42 INTERNSHIP COMPLETION CERTIFICATE

It has been a pleasure to engage with Master PRINCE KUMAR pursuing 4th year B. Tech/Information Technology (Student Code:17471) - Batch 2017-2021 at Army Institute of Technology, Pune as a select FT42 Intern.

This letter is to certify that Master PRINCE KUMAR has been an individual contributor intern and was assigned to the R&D team under the FT42 INTERNSHIP PROJECT "Design & Implement a Blockchain solution for Banking".

FORTYTWO42 TECHNOLOGY INNOVATIONS PVT. LTD recognizes the role and performance of Master PRINCE KUMAR in the aforesaid internship for the duration starting from 19th sep 2020 to 31st Oct 2020 and congratulates him for the successful project completion.

On behalf of **FORTYTWO42 TECHNOLOGY INNOVATIONS PVT. LTD** Best wishes,

Stande

Dnyanda Yande, HR Manager FORTYTWO LABS.

Indian Institute of Technology Bombay and Army Institute of Technology, Pune

MEMORANDUM OF UNDERSTANDING

In order to promote co-operation between Indian Institute of Technology Bombay, India, and Army Institute of Technology, Pune, the two institutions agree as follows:-

The two institutions will encourage direct contact and co-operation between their faculty and administrative staff, departments and research institutions.

Within fields that are mutually acceptable, the following general forms of co-operation will be pursued:-

- Visits by and exchange of faculty members and research scholars.
- Exchange of information including, but not limited to, research publications of faculty members.
- Joint research activities and joint supervision of research work.
- Other mutually advantageous joint undertakings.

This memorandum is not intended to create binding or legal obligations on either party. Both parties must agree upon the specific terms of any inter-institution initiative relative to this agreement in written or electronic record correspondence at least three months prior to the initiation of a particular program or activity in order for the said initiative to proceed. Intellectual properties generated under this MoU shall be governed by the IPR policies of respective institutions.

Both parties understand that all financial arrangements will have to be negotiated and will depend on the availability of funds.

If the Memorandum remains dormant for three consecutive years it will be deemed to have lapsed. Where the Memorandum continues to be active, the two institutions agree to review it after five years from the date hereof. It may be terminated at any time by mutual consent or by six (6) months' notice in writing by either party.

Should on-going collaborative activities be affected by termination, the parties undertake to resolve any issue amicably by mutual agreement.

Name D. V. KHAKHAR

Director Indian Institute of Technology Bombay Date: <u>13</u>[2]().

Abhay A. Bhat Brig (Retd) Director Army Institute of Technology Date: <u>0918h7</u>





Regd. Office : 1st Floor, Florina Apartments, S. No. 2 / 1 / 7, Erandwane, Opposite S.N.D.T. College, Off - Karve Road, Pune - 411 004. INDIA * Tet. : 020 - 2546 9637, 2543 3529 Fax : 020 - 2545 3694 Email : cadcamguru@vsnl.net URL : www.cadcamguru.com CIN No.U72200PN2004PTC019293

Memorandum of Understanding

Between

"Army Institute of Technology", Pune & "CADCAMGURU Solutions Pvt Ltd"

	Type of MOU	Remark -
	1. Financial	
	2. Skill Based	
	3. Knowledge Transfer	
Academic	4. Certification	
	5. Other (Specify)	
2	6. Social	
	7. Other (Specify)	

Objectives:

1. To provide Value Added Courses (VAC) to students.

2. To provide support in CAD Software to students to prepare them for interviews.

Duration:

The Memorandum of Understanding (MoU) is valid for a period of 1 year with effect from the date of signing of the agreement i.e. from 01.09.2017 to 31.08.2018.

Financial Terms and Conditions:

The aid and assistance provided to the students by CADCAMGURU Solutions Pvt Ltd will be at cost as per the industry standards as negotiated and will not include any further allowances from either party (like traveling, fuel, stay etc).

For CADCAMGURU Solut Army Institute of Technology Mr Prasanna Josh Dr BP Patil Director Principal

Regd. Office : tel Flore, Flodos Apartments, S. No. 2 / 1 / 7, Erandwane, Opposite S.N.D.1. College, Off - Kerve Road, Pune - 411 054. IND64 Tel. : 020 - 2548 0837, 2543 3529 E. Eax: 020 - 2548 3094. E. Email: cadcamguru@veol.net. E. URL : www.cadcamguru.com CIN No. 0722000N2004PTC019203

Memorandum of Understanding Between "Army Institute of Technology", Pune & "CADCAMGURU Solutions Pvt Ltd", Pune

Article 1 Objective of MOU

To facilitate the transfer of knowledge and skills through hands on training and sharing of ideas through out of box thinking so as to overcome challenges faced in design, manufacture of industrial process equipment machines, fixtures and testing machines.

Broad Goals

- To utilize the knowledge and skills of students in solving engineering problems while providing them technology training in the short term and guide them on design engineering projects in various departments of the industry
- To provide assistance for developing project ideas for students
- To mentor and guide students with entrepreneurial ambitions
- · To guide students and train them to face interviews

Article 2

Role of CADCAMGURU Solutions Pvt Ltd

- Provide active short term engineering projects for students
- Provide short term skills training to students
- Help students in finalizing final year projects
- Help students understand and plan for the processes involved from concept development and designing to manufacturing
- Allow access to their facility for training and learning purposes

Article 3

Role of Department of Mechanical Engineering, Army Institute of Technology

- Allow students to visit CADCAMGURU during project days, Workshops and holidays as schedule permits
- Permit faculties for "Train the Trainers Program" at CADCAMGURU during vacations
- Provide conditional access to their laboratories and software i.e. only for training the students

Article 4

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CADCAM CU SOLUTIONS PRIVATE LIMITED

Regd. Office : 1st Floor, Florina Apartments, S. No. 2 / 1 / 7, Erandwane, Opposite S.N.D.T. College, Off - Karve Road, Pune - 411 004. INDIA Tel.: 020 - 2546 9637, 2543 3529 Fax: 020 - 2545 3694 Email: cadcamguru@vani.net URL: www.cadcamguru.com

CIN No.U72200PN2004PTC019293

Outcomes

- Help students understand practical applications of the theory studied in college
- Provide help in product development to students and train them to face interviews

Article 5 **Duration of MOU**

This document is valid for a period of 1 year from the agreement date and will also be open to amendments, reviews and modifications as deemed appropriate by mutual agreement of both parties.

Article 6

Financial Terms and Conditions

Both CADCAMGURU and Army Institute of Technology

- Department of Mechanical Engineering are not liable to pay any compensation or remuneration in lieu of services rendered, manpower assigned, or for providing resources
- The aid and assistance provided to the students by CADCAMGURU Solutions Pvt Ltd will be at cost as per the industry standards as negotiated and will not include any further allowances from either party (like traveling, fuel, stay etc)
- CADCAMGURU is not mandated to take any fixed number of students for training every year. The number is to be decided by the management of CADCAMGURU depending on their work load as decided with Army Institute of Technology

Article 7

Legal Terms and Conditions N/A

Article 8 Amendments

Army Institute of Technology welcomes the establishment of this MoU for cooperation & jointly agrees to the provisions as set above. This MoU shall be effective from the date of its signing.

The MoU is made on this, 01st day of September 2017 at Army Institute of Technology.

Dr Sanjiv M Sansgiri HOD Mechanical Engineering Department, AIT, Pune

r Sushant Mulay Director CADCAMGURU Hadapsar Center

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SOLUTIONS PRIVATE LIMITED

Regd. Office : 1st Floor, Florina Apartments, S. No. 2 / 1 / 7, Erandwane, Opposite S.N.D.T. College, Off - Karve Road, Pune - 411 004. INDIA Tol. : 020 - 2546 9637, 2543 3529 Fax : 020 - 2545 3694 Email : cadcamguru@vanl.net URL : www.cadcamguru.com

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For CADCAMGURU Soluti Mr Prasanna Josh Director

Army Institute of Technology Dr BP Patil Principal

filed on 20/09/17

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Wgd. Office : Int Floor, Floring Aperlments, B. No. 271177, Erendwere, Opposite B.N.D.T. Gollege, Off - Kerve Road, Pube - 411 094. INDIA.
 Tel.: 020 - 2546 0037, 2543 3520 Floor, 020 - 2545 3594 Floored : and computing precised in URL : www.codcomputin.com
 CIN No.012200PN2004PTC010203

Memorandum of Understanding Between "Army Institute of Technology", Pune & "CADCAMGURU Solutions Pvt Ltd", Pune

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Broad Goals

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- Permit faculties for "Train the Trainers Program" at CADCAMGURU during vacations
- Provide conditional access to their laboratories and software i.e. only for training the students

Article 4

DCAM CURU

Regil: Office : Mill Floor, Flooring Apertoneids, S. Na. 27177, Etaodemon, Opposite S.H.D.T. Gollege, Off.: Kerve Bried, Pune - 411 094. IEGA
 Tel.: 020 - 2546 9837, 2543 3529
 E.es: 020 - 2545 3594
 E.mail: cadoengou/givanLost # URL: www.cadoangwu.com
 CIN No.072200PN2004PTC019293

Outcomes

- Help students understand practical applications of the theory studied in college
- Provide help in product development to students and train them to face interviews

Article 5 Duration of MOU

This document is valid for a period of 1 year from the agreement date and will also be open to amendments, reviews and modifications as deemed appropriate by mutual agreement of both parties.

Article 6

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- Department of Mechanical Engineering are not liable to pay any compensation or remuneration in lieu of services rendered, manpower assigned, or for providing resources
- The aid and assistance provided to the students by CADCAMGURU Solutions Pvt Ltd will be at cost as per the industry standards as negotiated and will not include any further allowances from either party (like traveling, fuel, stay etc)
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Article 7 Legal Terms and Conditions N/A

Article 8 Amendments

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The MoU is made on this 01" day of September 2017 at Army Institute of Technology.

Dr Sanjiv M Sansgiri HOD Mechanical Engineering Department, AIT, Pune

Mr Sushant Mulay Director CADCAMGURU Hadapsar Center



Date: -

Amendment # 1 To MOU between 3DPLM Software and Army Welfare Education Society (AWES)

This is in furtherance of the Memorandum of Understanding (MOU) dated 26th July 201 3DPLM Software ("3DPLM") and Army Welfare Education Society (AWES).

Based on Clause 2.2 of the MOU, Annexure I of the MOU stands amended and 3DPLM has decided to the make an additional contribution of Rs. Four Lakh Fifty Thousand (Rs. 4,50,000/-) for procuring highend computers towards the objectives of the 3DPLM Product Innovation Lab being carried out by AWES in their college Army Institute of Technology-Pune, as specified in the said MOU.

In all other respects the MOU remains unmodified and in full force and effect.

3DPLM Software Sign: SUDARSHON MOGROUF Name: CEO 3DPC Title:

Army Welfare Education Society (AWES)

Name: Brig Abhay A Bhat (Reld)

Director Title: <u>Army Institute of Technology</u> Dighi Hills, Pune - 411015.

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Page: 1 of 1

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made on ______ 2016 ("Effective Date")

By and between

3DPLM Software Solutions Ltd. (www.3dplmsoftware.com) having its registered office at a company registered under Companies Act, 1950, having its registered office at Plant 11, 3rd Floor, Pirojshanagar, Vikhroli (West), Mumbai-400 079, India (hereinafter referred to as "3DPLM")

And

ARMY WELFARE EDUCATION SOCIETY (hereinafter referred to as "Trust"), situated at BLDG no 202, Shankar Vihar, Delhi Cantonment, New Delhi, 110010, registered under the Societies Registration Act XXI of 1860 on 29 Apr 1983 as Army Welfare Education Society (AWES) Registration No. of the Trust is 'S / 13459'

Whereas,

Doc ref: LEGL_11339 'MoU between 3DPLM & ARMY WELFARE EDUCATION SOCIETY'

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A) 3DPLM Software Solutions Ltd (3DPLM) is a joint venture between Geometric Limited (www.Geometricglobal.com) & Dassault Systèmes (www.3ds.com)

3DPLM is the R&D center of Dassault Systèmes in India & has centers' in Pune, Bengaluru & Mumbai. 3DPLM is 2000+ people strong team of passionate and highly qualified technocrats contributing to the product development of Dassault Systèmes products. 3DPLM works on the development of some of the world's best known 3D apps including 3DVIA, CATIA, DELMIA, ENOVIA, GEOVIA, SIMULIA, 3DEXCITE and SOLIDWORKS.

- B) TRUST chartered in year 1983 is the Army Welfare Education Society with an objective of quality education to the wards of Army and Ex-Army personnel all across India, who has 134 Army Public Schools and 11 professional colleges including ARMY INSTITUTE OF TECHNOLOGY –PUNE and others in the areas of Medical Sciences, Management Studies, Law, Fashion Designing and Nursing.
- C) As part of the Corporate Social Responsibility Initiative, 3DPLM would like to promote "Learn by Doing" approach and thereby improving skills & competency development for students in engineering colleges / universities. 3DPLM intends to set up an 'Product Innovation Lab' in the premises of the Army Institute of Technology-Pune located at Dighi Hills ,Alandi Road PUNE (the "COLLEGE") as identified by the TRUST, which shall be called as "3DPLM Product Innovation Lab" (the "Lab"). The purpose is to promote 'Learn by Doing' approach, provide a platform for students to acquire integrated engineering, and multi-disciplinary skills, experiment with industry's best software / hardware to bring product innovations, provide 'hands-on' practical experiences and industry exposure to the students and promote 'Make in India', 'Start-up' culture amongst the engineering student. This will help the students Community to understand the power of Integrated engineering, advanced technologies like Systems Engineering, 3D printing, Robotics, Intelligent products, Engineering Automation. It will also provide them industry exposure and motivate them to explore, design and prototype ideas to contribute for Smart Cities / Smart Villages, build 'Make in India', 'Start-up' culture. (hereinafter referred to as "the objectives")
- D) The '3DPLM Product Innovation Lab' will be accessible to the students, faculty members, researchers of the COLLEGE and also to the students, professors, researchers of other colleges / institutes as well as industries, entrepreneurs, in the region (Herein after referred to as "the Community") to promote the aforementioned objectives.

1. Purpose

1.1 This MOU is to establish collaboration between 3DPLM and TRUST to set up a lab "3DPLM Product Innovation Lab" at COLLEGE premises.

The objectives of the lab:

- a) To promote "Learn by Doing" approach so that students get practical orientation and hands-on experience while studying the engineering subjects, upcoming technologies
- b) Motivate students / professors to experiment, simulate evaluate different solutions / approaches to address specific problems, thereby learn through practical approach

Doc ref: LEGL_11339

'MoU between 3DPLM & ARMY WELFARE EDUCATION SOCIETY'



c) Motivate students / professors to explore, design and prototype ideas to contribute for Smart Citles / Smart Villages, build 'Make in India', 'Start-up' culture, find solutions for India's problems – local problems.

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- d) Introduce advanced learning experiences
- Help local industries, entrepreneurs by providing working prototypes to address their challenges, problems

This Lab shall be accessed by:

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- a) The students / professors, researchers of COLLEGE which will help them to understand the technology, concept, power of Integrated Engineering, and understand other related tools-technologies
- b) The students / professors, researchers of other colleges, institutes in the region solely towards achieving objectives listed above
- c) Industry, entrepreneurs and Community at large solely towards achieving objectives listed above
- Mutually agreed partners of both parties of this collaboration (3DPLM, TRUST) for further studies, research, exploration
- 1.2 To establish a Lab which will be self-sustaining in the near future, that will continue to achieve the objectives listed above

2. Financial arrangement for the Lab

- 2.1 Subject to the terms of this MOU, 3DPLM will contribute funds to the trust to set-up the LAB at the COLLEGE premises. The funds will be contributed by 3DPLM as per the details mentioned in Annexure I.
- 2.2 Based on the progress, commitments from both the partners of this MoU, 3DPLM may decide to continue the engagement and provide additional funds in future for enhancement / expansion of the LAB set-up at COLLEGE. All such additional funds given to the TRUST will be recorded by way of an amendment to the Annexure I.
- 2.3 These funds shall be used for:
 - (a) Procuring required hardware and software and setting up the required infrastructure for the Lab
 - (b) Appointment of the Lab Manager/Supervisor/Technicians who will be an employees of COLLEGE
 - (c) Provide scholarships to the students undertaking research in this lab. Scholarship criterion and amount will be decided mutually by 3DPLM and the TRUST.
 - (d) Covering other mutually agreed reasonable expenses incurred on account of students / faculty visits to / from 3DPLM and other institutes, industries to understand the know-how and processes required for setting up of the Lab.
 - (e) Organise trainings, conferences in alignment with the objectives stated above.
 - (f) Payments towards periodic maintenance of the hardware/software (AMC) in the Lab
 - (g) These funds shall NOT be used for any activities of profit making in nature.
- 2.4 The parties hereby agree that the detailed investment plan for the Lab shall be discussed between the parties and accordingly worked out over a period of two (2) months from date of execution of this MOU and funds shall be released and usage shall be monitored in accordance with the investment plan.
- 3. Responsibilities and Mechanism to run the Lab

Doc ref: LEGL_11339 'MOU between 3DPLM & ARMY WELFARE EDUCATION SOCIETY'



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3.1 **3DPLMs' Responsibilities**

- a) To Provide financial and management expertise
 - Funding as specified in Section 2.1 above Ł
 - ii. Management expertise to set up the Lab and make this program a success
- b) To define initial exercises / experiments to be performed by the students in the lab
- To provide technical knowhow and processes knowledge to set up the Lab
- d) Participate in promotion of the Lab
 - Organize training and conferences for the students/faculty of COLLEGE ì, ii.
 - Help in industry connect by way of inviting industries to refer their technical problems to the lab to explore possible solutions / prototypes.

- e) To facilitate projects to be undertaken by COLLEGE and it's graduate/post graduate students, interns
- f) To conduct quarterly review to ensure that funds allocated for the Lab are utilized in the manner agreed between the parties

3.Z **TRUSTS' Responsibilities**

- a) To provide adequate space and infrastructure at the COLLEGE premises for the Lab, with access to Community
- b) To appoint senior faculty member of the College with defined bandwidth to make this program successful and to achieve stated objectives
- c) To appoint a full-time Lab Manager/Supervisor/Technicians to run the Lab
- d) To handle day-to-day operations of the Lab
- e) To develop educational curriculum, define new exercises / experiments to be performed in the lab
- f) To undertake meaningful projects in the area of integrated engineering / Systems engineering / Mechatronics / Robotics, Engineering automation / Simulation in line with curriculum
- g) To promote and support, usage of the Lab by the students & Community
- h) To handle user training and upkeep of infrastructure
- i) To ensure that all the infrastructure installed in the Lab is handled by the TRUST and the COLLEGE with utmost care, is protected to the same extent that TRUST and COLLEGE would protect its own property and is not damaged by the users in the Lab.
- j) To encourage conducting of research or analytical projects in the relevant area in the Lab by students' / faculty community.

3.3 Joint Responsibilities of all the parties

- a) To work jointly and co-operate with each other to accomplish the goal for setting up of the Lab
- b) To promote culture of innovation and Community participation
- c) To suitably upgrade the Lab in line with technology advancements and Community requirements
- d) To undertake joint collaborative research projects in the relevant area
- e) Each party shall appoint their representative as a Single Point of Contact (SPOC) who shall constitute a 'Joint Working Group' to manage and execute the cooperative activities mentioned in this MOU. This group shall decide on Lab progress milestones and hold quarterly progress reviews for the Lab and suggest means to increase lab utilization for Community purpose.

SPOC details:

'MoU between 3DPLM & ARMY WELFARE EDUCATION SOCIETY' Doc ref: LEGL_11339



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For: 3DPLM Software Solutions Limited Name: Sudarshan Mogasale (CEO) Address: 3DPLM Pune Office Plot No. 158, Pune Infotech Park, M.I.D.C, Phase-I, Hinjewadi, Taluka Mulshi Pune 411 057 Ph: +91 (20) 6793 6600 Email id: Sudarshan Mogasale@3dplmsoftware.com

For: Army Welfare Education Society (TRUST) Name: Brig (Dr) S K Lahiri (Retd) Title: Director, Army Institute of Technology. Address: Dighi Hills, Alandi Road, Pune – 411015. Phone: 020-27157758. Email Id: <u>director@aitpune.edu.in</u>

Each party shall notify the other of any modification in writing in case of change in the above SPOC.

f) To make the Lab self-sustaining in the near future

3.4 Mechanism to make the Lab self-sustaining:

- a) The mechanism to run and make the Lab self-sustaining will include fund generation activities such as:
 - j. Students and faculty community will get free lab access and material at free/concessional rates to be decided by TRUST in consultation with 3DPLM
 - Industries and other individuals will pay for machine time and material at prescribed rates to be decided by Trust in consultation with 3DPLM
- b) The above mechanism for Community usage of the Lab shall be finalized within 90 days of signing of this MOU and TRUST shall implement it accordingly.
- c) All funds generated through the above mechanism shall be utilized by the TRUST solely for supporting the Lab in future.

4. Term

- 4.1 This MOU shall be effective from the 'Effective Date' and shall be valid for an initial period of 3 years. Thereafter, this MOU shall automatically renew for successive three (3) year terms unless terminated by either party in accordance with the provisions of this MOU.
- 4.2 During the initial term or any renewal term, either party may terminate this MOU upon sixty (60) days prior written notice to the other party.
- 4.3 Notwithstanding the foregoing, either party may terminate this MOU by written notice to the other parties if any party is in breach of any material provision of this MOU and such breach is not cured within fifteen (15) days after written notice thereof is received by the breaching party.
- 4.4 In the event of termination of this MOU prior to expiry of the initial term of 3 years, 3DPLM shall have no obligation to provide further funding to the Lab and TRUST will continue to use the Lab along with its infrastructure at its own cost.

Doc ref: LEGL_11339 'MoU between 3DPLM & ARMY WELFARE EDUCATION SOCIETY'



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- In the event of termination/expiry of this MOU after 3DPLM has provided the entire funding for the Lab as specified in Section 2.1 above, the Lab may be at the option of 3DPLM continue to be called as "3DPLM Integrated Engineering Lab".
 4.6 This MOU shall be ensure and a statement of the section of the sectio
- 4.6 This MOU shall be governed by the laws of the Republic of India.

5. Access to the lab and process knowledge developed at the Lab

- 5.1 3DPLM shall have access to all the experiments developed at the Lab by Community and to the process knowledge built up at the Lab.
- 5.2 3DPLM shall have access to the prototypes developed at the Lab by Community and to the process knowledge built up at the Lab.

6. Branding

3DPLM reserves the right to do branding as and where it deems appropriate. The Trust will seek prior approval from 3DPLM before using the 3DPLM logo/brand in any form.

7. Review and Monitoring

- 7.1 The Trust shall submit reports each Quarter, giving the status of various stages of completion of the lab as well as statements containing details of expenses incurred by it to 3DPLM, per requirement. The Trust shall also provide such information and documents as are required by 3DPLM with respect to the said project.
- 7.2 3DPLM reserves the right to make visits to the Lab to monitor progress of the same, with adequate prior notice to the Trust.

E. Miscellaneous

- 8.1 Neither Party shall be liable for failure or delay on its part in performing its obligations under this MOU, if such failure or delay is partly or wholly due to a Force Majeure condition.
- 8.2 All conditions, changes, erasures, amendments, waivers, etc. shall only be in writing, duly executed by all the Parties.
- 8.3 Neither parties may assign any part or whole of this MOU or any rights hereunder, without the written permission of the other parties.
- 8.4 This MOU sets forth the entire agreement and understanding between the Parties with respect to the subject matter hereof and merges all discussions and negotiations between them prior to such execution.
- 8.5 The Parties shall make best efforts to resolve all differences and disputes arising in connection with this MOU amicably. In case the differences are not resolved amicably, a committee will do the same and failure after that to resolve differences could lead to termination of this MOU.
- 8.6 The TRUST shall provide 3DPLM all access and information and copies of all information relating to the subject matter of this MOU and shall take all steps required by 3DPLM to fulfill its internal regulations and compliances under applicable law.

Doc ref: LEGL_11339 'MoU between 3DPLM & ARMY WELFARE EDUCATION SOCIETY'



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IN WITNESS WHEREOF the Parties have caused this Memorandum of Understanding to be executed the day and year first herein above written.

1399 Children

For and on behalf of 3DPLM Software Solutions Ltd	For and on behalf of Army Welfare Education Society (Trust)	
J. Jonel - 20	Mahin	
Name: SUDARIHAN MOGASALE	Name: Brig (Dr) S Dis Ard (Metd)	
Designation: CE0, 3D FLM	DesignaArmyoinatitute of Technology	
Designation. CCo, Sprov	Date: Dighi Hills, Runez A11015.	



Doc ref: LEGL_11339 'MoU between 3DPLM & ARMY WELFARE EDUCATION SOCIETY'

Page: 7 of 8

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Annexure I

It is agreed between the parties that initially, 3DPLM will contribute Rs. 11,00,000/- (Eleven Lakh Rupees) to the trust to set-up the LAB at the COLLEGE premises, and the same to be utilized by during current financial year. The trust confirms that it shall provide receipts for all such expenses incurred in setting up the Lab.

The Trust will be required to give an explanation, in writing, for any delay in the achievement of the objectives envisaged, and thereby for the non- utilisation of the contribution until 30th September 2016.

Based on the progress, commitments from both the partners of this MoU, 3DPLM may decide to continue the engagement and provide additional funds in future for enhancement / expansion of the LAB set-up at COLLEGE. All such additional funds given to the TRUST will be recorded by way of an amendment to this Annexure.

J. Norstand

Army Institute of Technology Dighi Hills, Pune - 411015.



Army Institute of Technology (AIT) Dight Hills Punce 15 Director Tele Fax 27157534 Principal 27157741 Exch 27157612, 27157534 Recognised by AICTE and alfillated to University of Punce Id No. PU/PN/Engg/108/(1994)

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is made at Pune on the 16th day of the month of January 2007 between "Forbes Marshall Pvt Ltd" having its office at A 34/35, B 15/16, MIDC Estate, II Block, Pimpri, Pune 411 018 Maharashtra (hereinafter referred as "Forbes Marshall") and "Army Institute of Technology" (hereinafter referred as "AIT"), nonprofit institute catering to the need of education in different fields of Engineering having their premises at Dighi Hills, Pune-411 015, India.

The objective of this MOU is to keep the students and the faculty of AIT appraised of the latest developments in the engineering industry, through state of the art training, application know-how, seminars etc. Forbes Marshall shall endeavour to enhance the quality of technical education for the benefit of Forbes Marshall and AIT.

Both Forbes Marshall and AIT intend to co-operate in the following areas and work jointly to bring the Industry and academia closer together:

- Forbes Marshal shall offer in plant industrial training to students of AIT as and when it is possible.
- AIT shall organize and coordinate study tours for students of AIT at Forbes Marshall.
- Forbes Marshall shall organize training for AIT staff members at Forbes Marshall and if possible, on AIT campus.
- Forbes Marshall and AIT shall, on reciprocal basis provide guest lectures to students and employees of Forbes Marshall respectively, on specialized topics of mutual interest.
- As and when possible, Forbes Marshall and AIT shall jointly organize workshops, seminars and programmes on subjects of contemporary interest.
- Forbes Marshall shall participate in seminars or conferences related to institute-industry interaction organized by AIT.
- 7. Forbes Marshall shall screen and shortlist some of the students using defined guidelines during the 6th semester of their curriculum. Appropriate projects of short duration (say 3 weeks) shall be offered to short-listed candidates towards the end of 6th semester, who shall work on the project in Forbes Marshall premises during the summer vacation. The project on its 'completion shall be certified by Forbes Marshall.
- Forbes Marshall shall give preference to AIT students for their final placements in case of any recruitment requirements.



Army Institute of Technology (AIT) Dighi Hills, Pune - 15 Director Tele Fax 27157534 Principal 27157741 Exch 27157612, 27157534 Recognized by AICTE and attillated to University of Pune Id No. PU/PN/Engg/108/(1994)

Forbes Marshall and AIT shall mutually support the above-referred activities.

The MEMORANDUM OF UNDERSTANDING between Forbes Marshall and AIT shall be for a period of three years from the date of signing the document, after which it may be renewed with mutual consent.

Army Institute of Technology Dighi Hills, Pune 411 015

Forbes Marshall Pobby Kuzickese Jewood rozer, - HP FORBES MARSHALE PVT. LTC P. B. No. 29, Mumbai-Pune Road, Kasarwadi, Pune - 411 034

Date : 16 January 2007

Place : Pune



Army Institute of Technology (AIT) Dighi Hills, Pune - 15 Director Tele Fax 27157534 Principal 27157741 Exch 27157612, 27157534 Recognised by AICTE and affiliated to University of Pune Id No. PU/PN/Engg/108/(1994)

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Army Institute of Technology (AIT) Dight Hills, Purises 15 Director Tele Fax 27157534 Principal 27157741 Exch 27157612, 27157534 Recognised by AICTE and affiliated to University of Pune Id No. PU/PN/Engg/108/(1994)

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Army Institute of Technology Dighi Hills, Pune 411 015

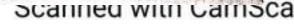
Date : 16 January 2007

Place : Pune

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J Forbes Marshall Bobby Kuarakove Jeus Marson, - He. ORSES MARSON, - VT. LTD P.B. Not L. Mumbai-Puna Road, Kasarwadi, Pune - 411 034





AIT/0002/ADM

gs Jan 07

INTER OFFICE NOTE MAIN OFFICE

FORWARDING OF MEMORANDUM OF UNDERSTANDING

A Copy of Memorandum of Understanding (duly signed) between "Forbes Marshall Pvt Ltd " and this Institute , is forwarded herewith for your information and further records please.

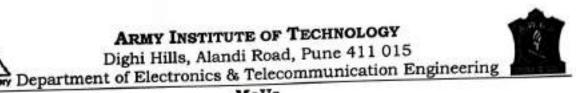
(KS Rajagopalan) Colonel Joint Director

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Copy to :-

Joint Director Principal I/C Industry-Institution Interaction Cell (Proj GR Patil) -B HOD Mech MOD Mech Office Copy

ARMY INSTITUTE OF TECHNOLOGY Dighi Hills, Alandi Road, Pune 411 015



MoUs

Sr. No.	20-21 Organisation	Date of MoU signed	Purpose and Activities	Number of students/teachers participated under MoUs
1.	3D PLM Software Solutions Limited	25-Jul-16	 Development of 3D PLM Product Innovation Lab Training 3) Provide Internships for Students 	For Entire College
2.	College of Military Engineering	1-Jan-17	1) Workshops 2) Trainings	100
3.	MACFOS PVT LTS	10-Oct-20	1)Training Programs for Faculty & Students 2) Mobile Research Platform 3)Research Facility	50
4.	CopperCloud IOTech Pvt. Ltd.	23-Apr-21	1)Training Programs for Faculty & Students 2) Setting up an IoT Lab & Centre of Excellence in IoT 3) Provide Internships for Students 4) Mentor Students in their projects	60

Vear: 2019-20

Sr. No.	Organisation	Date of MoU signed	Purpose and Activities	Number of students/teachers participated under MoUs
1.	3D PLM Software Solutions Limited	25-Jul-16	1) Development of 3D PLM Product Innovation Lab 2) Training 3) Provide Internships for Students	For Entire College
2.	College of Military Engineering	1-Jan-17	1) Workshops 2) Trainings	100
3.	Robu.In -MACFOS Pvt. Ltd.	27-Jan-18	 Innovation & Development Center – Robu.In 2) Training 3) Provide Internships for Students 	50



HOD E&TC

HOD Electronics & Telecommunication Army Institute of Technology Dighi Hills, Pune-15.



ARMY INSTITUTE OF TECHNOLOGY



Dighi Hills, Alandi Road, Pune 411 015

Department of Electronics & Telecommunication Engineering

MoUs

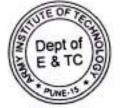
Year: 2018-19

Sr. No.	Organisation	Date of MoU signed	Purpose and Activities	Number of students/teachers participated under MoUs
1.	Virtual Lab, COEP	14-Dec-15	1) Virtual Labs Experiments	200
2.	3D PLM Software Solutions Limited	25-Jul-16	1) Development of 3D PLM Product Innovation Lab 2) Training 3) Provide Internships for Students	For Entire College
3.	College of Military Engineering	1-Jan-17	1) Workshops 2) Trainings	100
4.	Robu.In -MACFOS Pvt Ltd.	27-Jan-18	1) Innovation & Development Center – Robu.In 2) Training 3) Provide Internships for Students	50

Year: 2017-18

Sr. No.	Organisation	Date of MoU signed	Purpose and Activities	Number of students/teachers participated under MoUs
1.	Helium Ink Innovations Pvt. Ltd., Bangalore	23-Jul-15	1) Project 2) Workshop	40
2.	Virtual Lab, COEP	14-Dec-15	1) Virtual Labs Experiments	200
3.	3D PLM Software Solutions Limited	25-Jul-16	1) Development of 3D PLM Product Innovation Lab 2) Training 3) Provide Internships for Students	For Entire College
4.	College of Military Engineering	1-Jan-17	1) Workshops 2) Trainings	100
5.	Robu.In -MACFOS Pvt Ltd.	27-Jan-18	 Innovation & Development Center – Robu.In 2) Training 3) Provide Internships for Students 	50





H O D Electronics & Telecommunication Army Institute of Technology Dight Hills, Pune-15. **ARMY INSTITUTE OF TECHNOLOGY**



Dighi Hills, Alandi Road, Pune 411 015 Department of Electronics & Telecommunication Engineering

MoUs

Sr. No.	Organisation	Date of MoU signed	Purpose and Activities	Number of students/teachers participated under MoUs
1.	Helium Ink Innovations Pvt. Ltd., Bangalore	23-Jul-15	1) Project 2) Workshop	40
2.	Virtual Lab, COEP	14-Dec-15	1) Virtual Labs Experiments	200
3.	e-Yantra Labs	22-Apr-17	1) e-Yantra Projects 2) setting up of Robotics Lab	200
4.	3D PLM Software Solutions Limited	25-Jul-16	1) Development of 3D PLM Product Innovation Lab 2) Training 2) Provide Internships for Students	For Entire College
5.	College of Military Engineering	1-Jan-17	1) Workshops 2) Trainings	100

Year: 2015-16

Sr. No.	Organisation	Date of MoU signed	Purpose and Activities	Number of students/teachers participated under MoUs
1.	Helium Ink Innovations Pvt. Ltd., Bangalore	23-Jul-15	1) Project 2) Workshop	40
2.	Virtual Lab, COEP	14-Dec-15	1) Virtual Labs Experiments	200



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H O D Electronics & Telecommunication Army Institute of Technology Dight Hills, Pune-15.

AME ODRESS :. IROUGH : GNATURE : ECEIPT NO. FOR W. UTHORISED SIGNATORY

Western Maharashtra Development Corporation Ltd. 2nd Floor, Kubera Chembers, Dr. Rajendra Prasad Road, Shivajinagar, Pune 411 005. D-5/STP(V)/C.R.1014/01/ 08/205-208/08

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made on 26/2/16 2016 ("Effective Date")

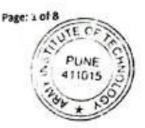
By and between

3DPLM Software Solutions Ltd. (www.3dplmsoftware.com) having its registered office at a company registered under Companies Act, 1950, having its registered office at Plant 11, 3rd Floor, Pirojshanagar, Vikhroll (West), Mumbai-400 079, India (hereinafter referred to as "3DPLM")

And

ARMY WELFARE EDUCATION SOCIETY (hereinafter referred to as "Trust"), situated at BLDG no 202, Shankar Vihar, Delhi Cantonment, New Delhi, 110010, registered under the Societies Registration Act XXI of 1860 on 29 Apr 1983 as Army Welfare Education Society (AWES) Registration No. of the Trust is 'S / 13459'

Whereas,



 A) 3DPLM Software Solutions Ltd (3DPLM) is a joint venture between Geometric Limited (www.Geometricglobal.com) & Dassault Systèmes (www.3ds.com)

3DPLM is the R&D center of Dassault Systèmes in India & has centers' in Pune, Bengaluru & Mumbai. 3DPLM is 2000+ people strong team of passionate and highly qualified technocrats contributing to the product development of Dassault Systèmes products. 3DPLM works on the development of some of the world's best known 3D apps including 3DVIA, CATIA, DELMIA, ENOVIA, GEOVIA, SIMULIA, 3DEXCITE and SOLIDWORKS.

- B) TRUST chartered in year 1983 is the Army Welfare Education Society with an objective of quality education to the wards of Army and Ex-Army personnel all across India, who has 134 Army Public Schools and 11 professional colleges including ARMY INSTITUTE OF TECHNOLOGY –PUNE and others in the areas of Medical Sciences, Management Studies, Law, Fashion Designing and Nursing.
- C) As part of the Corporate Social Responsibility Initiative, 3DPLM would like to promote "Learn by Doing" approach and thereby improving skills & competency development for students in engineering colleges / universities. 3DPLM intends to set up an 'Product Innovation Lab' in the premises of the Army Institute of Technology-Pune located at Dighi Hills , Alandi Road PUNE (the "COLLEGE") as identified by the TRUST, which shall be called as "3DPLM Product Innovation Lab" (the "Lab"). The purpose is to promote 'Learn by Doing' approach, provide a platform for students to acquire integrated engineering, and multi-disciplinary skills, experiment with industry's best software / hardware to bring product innovations, provide 'hands-on' practical experiences' and industry exposure to the students and promote 'Make in India', 'Start-up' culture amongst the engineering student. This will help the students Community to understand the power of Integrated engineering, advanced technologies like Systems Engineering, 3D printing, Robotics, Intelligent products, Engineering Automation. It will also provide them industry exposure and motivate them to explore, design and prototype ideas to contribute for Smart Cities / Smart Villages, build 'Make in India', 'Start-up' culture. (hereinafter referred to as "the objectives")
- D) The '3DPLM Product Innovation Lab' will be accessible to the students, faculty members, researchers of the COLLEGE and also to the students, professors, researchers of other colleges / institutes as well as industries, entrepreneurs, in the region (Herein after referred to as "the Community") to promote the aforementioned objectives.
- 1. Purpose

F.

1.1 This MOU is to establish collaboration between 3DPLM and TRUST to set up a lab "3DPLM Product Innovation Lab" at COLLEGE premises.

The objectives of the lab:

- a) To promote "Learn by Doing" approach so that students get practical orientation and hands-on experience while studying the engineering subjects, upcoming technologies
- b) Motivate students / professors to experiment, simulate evaluate different solutions / approaches to address specific problems, thereby learn through practical approach

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- c) Motivate students / professors to explore, design and prototype ideas to contribute for Smart Cities / Smart Villages, build 'Make in India', 'Start-up' culture, find solutions for India's problems – local problems.
- d) Introduce advanced learning experiences
- e) Help local industries, entrepreneurs by providing working prototypes to address their challenges, problems

This Lab shall be accessed by:

10.0

- a) The students / professors, researchers of COLLEGE which will help them to understand the technology, concept, power of Integrated Engineering, and understand other related tools-technologies
- b) The students / professors, researchers of other colleges, institutes in the region solely towards achieving objectives listed above
- c) Industry, entrepreneurs and Community at large solely towards achieving objectives listed above
- d) Mutually agreed partners of both parties of this collaboration (3DPLM, TRUST) for further studies, research, exploration
- 1.2 To establish a Lab which will be self-sustaining in the near future, that will continue to achieve the objectives listed above
- 2. Financial arrangement for the Lab
- 2.1 Subject to the terms of this MOU, 3DPLM will contribute funds to the trust to set-up the LAB at the COLLEGE premises. The funds will be contributed by 3DPLM as per the details mentioned in Annexure I.
- 2.2 Based on the progress, commitments from both the partners of this MoU, 3DPLM may decide to continue the engagement and provide additional funds in future for enhancement / expansion of the LAB set-up at COLLEGE. All such additional funds given to the TRUST will be recorded by way of an amendment to the Annexure I.
- 2.3 These funds shall be used for:
 - (a) Procuring required hardware and software and setting up the required infrastructure for the Lab
 - (b) Appointment of the Lab Manager/Supervisor/Technicians who will be an employees of COLLEGE
 - (c) Provide scholarships to the students undertaking research in this lab. Scholarship criterion and amount will be decided mutually by 3DPLM and the TRUST.
 - (d) Covering other mutually agreed reasonable expenses incurred on account of students / faculty visits to / from 3DPLM and other institutes, industries to understand the know-how and processes required for setting up of the Lab.
 - (e) Organise trainings, conferences in alignment with the objectives stated above.
 - (f) Payments towards periodic maintenance of the hardware/software (AMC) in the Lab
 - (g) These funds shall NOT be used for any activities of profit making in nature.
- 2.4 The parties hereby agree that the detailed investment plan for the Lab shall be discussed between the parties and accordingly worked out over a period of two (2) months from date of execution of this MOU and funds shall be released and usage shall be monitored in accordance with the investment plan.
- Responsibilities and Mechanism to run the Lab 3.

Doc ref: LEGL_11339 'MoU between 3DPLM & ARMY WELFARE EDUCATION SOCIETY'



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3.1 **3DPLMs' Responsibilities**

- a) To Provide financial and management expertise
 - i. Funding as specified in Section 2.1 above ii.
- Management expertise to set up the Lab and make this program a success
- b) To define initial exercises / experiments to be performed by the students in the lab
- c) To provide technical knowhow and processes knowledge to set up the Lab
- d) Participate in promotion of the Lab
 - Organize training and conferences for the students/faculty of COLLEGE î.
 - ii. Help in industry connect by way of inviting industries to refer their technical problems to the lab to explore possible solutions / prototypes.
- e) To facilitate projects to be undertaken by COLLEGE and it's graduate/post graduate students, interns
- To conduct quarterly review to ensure that funds allocated for the Lab are utilized in the manner agreed between the parties

3.2 **TRUSTS' Responsibilities**

- a) To provide adequate space and infrastructure at the COLLEGE premises for the Lab, with access to Community
- b) To appoint senior faculty member of the College with defined bandwidth to make this program successful and to achieve stated objectives
- c) To appoint a full-time Lab Manager/Supervisor/Technicians to run the Lab
- d) To handle day-to-day operations of the Lab
- e) To develop educational curriculum, define new exercises / experiments to be - performed in the lab
- To undertake meaningful projects in the area of integrated engineering / Systems f) engineering / Mechatronics / Robotics, Engineering automation / Simulation in line with curriculum
- g) To promote and support, usage of the Lab by the students & Community
- h) To handle user training and upkeep of infrastructure
- i) To ensure that all the infrastructure installed in the Lab is handled by the TRUST and the COLLEGE with utmost care, is protected to the same extent that TRUST and COLLEGE would protect its own property and is not damaged by the users in the Lab.
- To encourage conducting of research or analytical projects in the relevant area in the Lab by students' / faculty community.

Joint Responsibilities of all the parties 3.3

- a) To work jointly and co-operate with each other to accomplish the goal for setting up of the Lab
- To promote culture of innovation and Community participation.
- c) To suitably upgrade the Lab in line with technology advancements and Community requirements
- d) To undertake joint collaborative research projects in the relevant area
- Each party shall appoint their representative as a Single Point of Contact (SPOC) who shall constitute a 'Joint Working Group' to manage and execute the cooperative activities mentioned in this MOU. This group shall decide on Lab progress milestones and hold quarterly progress reviews for the Lab and suggest means to increase lab utilization for Community purpose.

SPOC details:



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For: 3DPLM Software Solutions Limited Name: Sudarshan Mogasale (CEO) Address: 3DPLM Pune Office Plot No. 15B, Pune Infotech Park, M.I.D.C, Phase-I, Hinjewadi, Taluka Mulshi Pune 411 057 Ph: +91 (20) 6793 6600 Email id: Sudarshan Mogasale@3dplmsoftware.com

For: Army Welfare Education Society (TRUST) Name: Brig (Dr) S K Lahiri (Retd) Title: Director, Army Institute of Technology. Address: Dighi Hills, Alandi Road, Pune – 411015. Phone: 020- 27157758. Email id: director@aitpune.edu.in

Each party shall notify the other of any modification in writing in case of change in the above SPOC.

f) To make the Lab self-sustaining in the near future

Mechanism to make the Lab self-sustaining:

1....

- a)-2 The mechanism to run and make the Lab self-sustaining will include fund generation -----activities such as:
 - Students and faculty community will get free lab access and material at i. free/concessional rates to be decided by TRUST in consultation with 3DPLM
 - Industries and other individuals will pay for machine time and material at <u>II.</u> prescribed rates to be decided by Trust in consultation with 3DPLM
- b) The above mechanism for Community usage of the Lab shall be finalized within 90 days of signing of this MOU and TRUST shall implement it accordingly.
- c) All funds generated through the above mechanism shall be utilized by the TRUST solely for supporting the Lab in future.

Term 4.

3.4

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- This MCU shall be effective from the 'Effective Date' and shall be valid for an initial period of 3 years. Thereafter, this MOU shall automatically renew for successive three (3) 4.1 year terms unless terminated by either party in accordance with the provisions of this MOU.
- During the initial term or any renewal term, either party may terminate this MOU upon 4.2 sixty (60) days prior written notice to the other party.
- Notwithstanding the foregoing, either party may terminate this MOU by written notice to 4.3 the other parties if any party is in breach of any material provision of this MOU and such breach is not cured within fifteen (15) days after written notice thereof is received by the breaching party.
- In the event of termination of this MOU prior to expiry of the initial term of 3 years, 4.4 3DPLM shall have no obligation to provide further funding to the Lab and TRUST will continue to use the Lab along with its infrastructure at its own cost.



- 4.5 In the event of termination/expiry of this MOU after 3DPLM has provided the entire funding for the Lab as specified in Section 2.1 above, the Lab may be at the option of 3DPLM continue to be called as "3DPLM Integrated Engineering Lab".
 4.6 This MOU about the section 2.1 above, the section
- 4.6 This MOU shall be governed by the laws of the Republic of India.
- 5. Access to the lab and process knowledge developed at the Lab
- 5.1 3DPLM shall have access to all the experiments developed at the Lab by Community and to the process knowledge built up at the Lab.
- 5.2 3DPLM shall have access to the prototypes developed at the Lab by Community and to the process knowledge built up at the Lab.

6. <u>Branding</u>

3DPLM reserves the right to do branding as and where it deems appropriate. The Trust will seek prior approval from 3DPLM before using the 3DPLM logo/brand in any form.

7. <u>Review and Monitoring</u>

- 7.1 The Trust shall submit reports each Quarter, giving the status of various stages of completion of the lab as well as statements containing details of expenses incurred by it to 3DPLM, per requirement. The Trust shall also provide such information and documents as are required by 3DPLM with respect to the said project.
- 7.2 3DPLM reserves the right to make visits to the Lab to monitor progress of the same, with adequate prior notice to the Trust.

8. Miscellaneous

- 8.1 Neither Party shall be liable for failure or delay on its part in performing its obligations under this MOU, if such failure or delay is partly or wholly due to a Force Majeure condition.
- 8.2 All conditions, changes, erasures, amendments, waivers, etc. shall only be in writing, duly executed by all the Parties.
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IN WITNESS WHEREOF the Parties have caused this Memorandum of Understanding to be executed the day and year first herein above written.

For and on behalf of 3DPLM Software Solutions Ltd	For and on behalf of Army Welfare Education Society (Trust)	
Je Janel - um	Makin	
Name: SUDARIHAN MOGASALE	Name: Brig (Dr) S K Lahiri (Retd)	
Designation: CEU, 3D JLM	Designation: Director, AIT	
Date:	Date: 26 July 2016	

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MEMORANDUM OF UNDERSTANDING

This is the Memorandum of Understanding ("MOU") executed on Jan 2017, between:

Army Institute of Technology having its campus at Dighi Hills, Pune 411015, (hereinafter referred to as "AIT", which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns);

AND

College of Military Engineering and having its campus at Dapodi, Pune 411031 (hereinafter referred to as "CME", which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns) of the SECOND PART.

(CME and AIT are individually referred to as "Party" and collectively as the "Parties").

WHEREAS:

AIT has expressed its interest in Collaborating for workshops/seminars/guest lectures in the field of 'Robotics and applications' on the terms and conditions contained in this MOU and in pursuance of the aforesaid, the Parties here to wish to record under this MOU, the terms of their mutual understanding with respect to their association.

NOW THE PARTIES HERE TO AGREE AS UNDER:

1. SCOPE OF THE MOU

1.1 Technical training for students:

- a) Project guidance to the students of AIT & CME.
- b) Faculty & Student involvement in development of Projects under robotics club of AIT & CME.

2. AIT DELIVERABLES

AIT hereby agrees to

- Organize Workshops / Trainings on Latest technologies of Robotics Club of AIT at college campus where CME can be part of it.
- ii. Provide necessary hardware required for trainings.
- Provide necessary training data (materials, software and documents).
- iv. AIT will provide the required infrastructure which includes training rooms along with personal computers, networking facilities and internet connection. Each of the activities under the scope of the MOU would require specific items such as hardware, software and related items.

2. CME DELIVERABLES

Provide Expert Faculty for technical support to the Robotics club of AIT.



ii. CME will provide the required infrastructure which will be helpful for Robotics prototype developments which includes training rooms along with personal computers, networking facilities and internet connection. Each of the activities under the scope of the MOU would require specific items such as hardware, software and related items.

4. Period of MOU:

This MOU shall be valid from 01/01/2017 to 31/12/2020

5. Benefits for stakeholders:

a) Development of students by carrying out technical activities in robotics.

- b) Project Guidance to students based on real hardware
- c) Faculty development with knowledge of upgraded technologies.

6. Revenue Sharing:

NA

7. Renewal of MOU

The enhancements to the MOU in terms of additional activities increase or decrease in scope, addition of latest or new technology would be applied to the MOU through an addendum. Once an addendum is approved by both the entities, the original MOU and the addendums would constitute as the complete MOU.

8. CONFIDENTIALITY

- 8.1 Any information, whether written, oral or in any other form, furnished hereunder by one Party to the other or its employees, representatives or agents shall be considered confidential by the receiving Party, which shall take all necessary precautions to keep the confidential information, secret and confidential.
- 8.2 Either Party may disclose the general terms of this Agreement (but not the commercials or the specific details therein) for publicity subject to the condition that the Party so wishing to disclose gets the content to be published, publicized or disclosed to be approved by the other Party.

9. MISCELLANEOUS

- Neither Party shall be not liable by reason of failure nor delay in the performance of its obligations under this MOU if such failure or delay is caused by acts of God, strikes, lockouts, war or any other cause beyond its control and without its fault or negligence.
- This MOU supersedes all prior understandings, if any, between the Parties concerning the subject hereof.
- III. No amendments to the MOU shall be valid unless executed in writing and signed by both Parties.



IN WITNESS WHEREOF the Parties hereto have signed this MOU as of the day and year first above written.

Signed and delivered for and on behalf of	Signed and delivered for and on behalf of
AIT, Pune Sign & Date: Roly IT 01/2017	CME, Pune Sign & Date:
Name: Avinash Palil	Name:
Title: Assistable Prof. Robotics club staff I/C.	Title:
Signed and delivered for and on behalf of AIT, Pune Sign & Date:	Signed and delivered for and on behalf of CME,Pune Sign & Date: Name: Title:
Signed and delivered for and on behalf of AIT, Pune Sign & Date: <u>Mahini</u> Japaine: Dx S K La hisDirector	Signed and delivered for and on behalf of CME, Pune Sign & Date: Name:
Bong (Rey/Las)itute of Technology itle: Director Hills, Pune - 411015.	Title:



MEMORANDUM OF UNDERSTANDING

BETWEEN

MACFOS Pvt. Ltd.

AND

Department of Electronics and Telecommunication Engineering,

Army Institute of Technology, Pune (AIT)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after referred to as MoU) is entered into on this 10* of October 2020 between Department of Electronics & Telecommunication Engineering, 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 Sumant Building, Dynamic Logistic Trade Park, Dighi, Pune 411014. The scope of the MoU, the roles and responsibilities of the parties of the MoU

1. ALLIANCE OBJECTIVE

This document outlines a strategic understanding between MACFOS PVT. LTD and Department of Electronics & Telecommunication Engineering, under AIT, to work together and develop Industry automation Projects. The primary aim of this partnership is to aid the Department of Electronics & Telecommunication Engineering in establishing a high quality research facility in the fields of Industry 4.0 technologies 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 IoT, automation, 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 and Department of Electronics & Telecommunication Engineering, under AIT, 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 MACFOS PVT. LTD in the department, that is the subject of this MoU.

"Research Platform" or "Product" or "Project" means the final platform or project developed.

"Research Facility" means the designated area allocated by AIT for research and development of research or product or project.

1.1. BENEFITS TO THE DEPARTMENT OF ELECTRONICS AND TELECOMMUNICATION ENGINEERING

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 Department of Electronics & Telecommunication Engineering, AIT, 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

1.

3.1.1 Hardware and software that is required to developed research platform or product or project will be made available to the Department of Electronics & Telecommunication Engineering, AIT, Pune.

3.1.2 Cost of various services that are required to be hired from outside for development of research platform or product or project 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 Department of Electronics & Telecommunication Engineering students and staff associated with training program.

3.2 DEPARTMENT OF ELECTRONICS & TELECOMMUNICATION ENGINEERING, 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 Department of Electronics & Telecommunication Engineering research facility

3.2.2 Making available industry experts, as per mutual convenience, for conducting training on AIT campus and a research facility for development of the project.

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, industry expertise 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 Department of Electronics & Telecommunication Engineering, under 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. Department of Electronics & Telecommunication Engineering, AIT, Pune unconditionally agrees to comply with such terms and conditions.

6. LIMITATION OF LIABILITY

Under no circumstances is MACFOS PVT LTD liable to Department of Electronics & Telecommunication Engineering, 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.

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.

 All costs incurred by a party pursuant to this MoU shall be borne by the party who incurred the costs.

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.

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.

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 research platform or product or project 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

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.

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.

16. This MOU will be in force for a period of three years from the date of signatures, from 10" Oct 2020 to 30th Sept 2023. It can be renewed thereafter on a yearly basis by mutual consent.

8. 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: Mr. Jayesh Jain Designation: Executive Director

Sign: $\overline{4}$ Place: Pune Date: 13/3/21

Pine

Department of Electronics & Telecommunication Engineering Army Institute of Technology, Pune Name: Brig. Abhay A Bhat (Retd.) Designation: Director, AIT Pune

Sign:

Place: Date:

5



Army Institute Of Technology (AIT) Digiti Camp, Pume-10

Director 7249250115, Joint Director 7249250117, Principal : 7249250186 Exch : 7249250183, 7249250184, 7249250185 Website : aitpune.com Email : aitpune.edu.in Recognised by AICTE and DTE Maharashtra and affiliated to Savitribai Phule Pune University

Memorandum of Understanding

Between

Army Institute of Technology (AIT), Pune

And

CopperCloud IOTech Pvt Ltd

This is a Memorandum of Understanding between Army Institute of Technology (AIT) represented by Brig. Abhay A Bhat (Retd.), Director AIT Pune hereinafter referred to as AIT - the 'Party No 1'

and

CopperCloud IOTech Pvt Ltd, incorporated under the Company's Act 2013 (CIN U74999PN2018PTC178960) represented by Brig. Vilas Deogirikar, Director hereinafter referred to as CopperCloud - the 'Party No 2'.

This is an "In-Principle, Broad - Based MOU" between the two parties in the nature of "Expression of Intent". This document, by itself, has no financial implications. Separate MOUs for specific services shall be drawn up on need basis, with mutual consent.

Whereas the Party No 1 runs an Engineering Institute at Pune, has a range of activities in the Internet of Things (IoT) space in its academic curriculum and the Party No 2, has a business in Internet of Things (IoT) space, and the Company also has a Training Vertical involved in imparting IoT training to faculty and students in academic domain.

Whereas both the parties after discussion have decided to enter into a Memorandum of Understanding as per details in succeeding paragraphs.

Whereas the Institute (Party No 1) wishes to engage the services of CopperCloud IOTech Pvt Ltd (Party No 2) as the professional consultants on all matters concerning Internet of Things (IoT) dealt with by the Institute in the course of their academic curriculum.

Whereas CopperCloud (Party No 2) has shown interest in associating with the Institute and is willing to collaborate with the Institute (Party No 1) as their Industry Partner (IP) in the specialized field of Internet of Things (IoT).



Army Institute Of Technology (AIT) Dighi Camp, Pune -15

Director : 7249250115, Joint Director : 7249250117, Principal : 7249250186 Exch : 7249250183, 7249250184, 7249250185 Website : aitpune.com Email : aitpune.edu.in Recognised by AICTE and DTE Maharashtra and affiliated to Savitribai Phule Pune University

Whereas the two parties have identified some of the areas for collaboration in the IoT space which are listed as under:

- Conduct Seminars / Webinars on IoT and other related emerging technologies.
- 2. Conduct regular IoT workshops for students of Electronics and non-Electronic streams
- 3. Conduct Faculty Development Program (FDP) in IoT and Enabling Technologies
- 4. Conduct Guest Lectures in IoT and related subjects as Industry Expert.
- 5. Assist in setting up an IoT Lab & Center of Excellence in IoT.
- Provide internships to students to be selected based on their performance in IoT Workshops conducted by CopperCloud IOTech.
- Mentor students in their projects in IoT subjects, both during CopperCloud teams' visits to the Institute as well as online (remote guidance).
- 8. Undertake joint consultancy and R&D Projects in IoT and allied areas.

This is an "In-Principle, Broad - Based MOU" between the two parties in the nature of 'Expression of Intent" Separate MOUs for specific services shall be drawn up on need basis for collaboration for any or all the above services (under the scope stated vide paras 8 to 11)

This MOU will initially be in force for a period of 3 years from the date of signatures, from 1 April 2021 to 31 March 2024 It can be renewed thereafter on a yearly basis by mutual consent.

For PARTY No Signed

Name Brig Abhay A Bhat (Retd)

Designation /Title Director, AIT Punc

Date 23 Apr 2021

For PARTY No 2

Signed Name Sros Designation /Title Date 23 Abr 2021

2.71



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 03st of January 2018 between Electronics & Telecommunication department, under Army Institute of Technology, Pune (AFI), located at Dight 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, Pampri 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 Electonics & 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.

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.

 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. 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.

 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 Sign: For MACFOS PVT. LTD. Place: Pune 27/01/18 Director

Army Institute of Technology, Pune

Brig. Abhayo A Bhat (Retd) Name: Designation: Director, AIT Pune Sign: hymne Place: Pline 27/11/8.

6

	METHODOLOGY FOR COLLECTING OUTREACH US	SAGE DATA FOR VLAB.
The ou	treach include following activities for collecting outreach usage data at Pune on actual basis till August 31, 2016	Army Institute of Technology,
S. No.	Activit	No. of Usages
1	Number of Vlabs experiments performed at Nodal Centers	지요=3 차720 / Semester (All branches)
2	Online Lab-wise usage form	Online Feedback is given by each staff & Student After doing the experiment (Sample feedback forms are attached.)
3	Number of attendees in workshops	50 x 4 = 200
4	Cloud data usage	Yes
5	FDP / CEP / QIP at respective institutes	25 June 2016 (Notice & Attendance sheet Is attached)
6	Others Hands on Experiments performed by students	Language Lab
	Total usages	60%

Please provide the following updated data till 31 August 2016:

- 1. Number of Workshops organized: 01
- 2. Date: 25 June 2016
- 3. Number of Attendees: 41
- 4. Number of Usage : 80%

Nodal Center Coordinator Prof. D.G. Auradkar 30 Sep 2016

Sign: Dr. B. P. Patil Army Principa Alt, Puneogy Dighi 30 Sep 2016- 411015

Received Glappio

Professor Department of Instrumentation & Control College of Engineering Pune - 411 005.

Name of Institute: Army Institute Of Technology Pune

Stat

Annexure I



1) Number of Vlab experiments performed at Nodal Centers

2) Online Lab-wise usage form

The data submitted as online usage form at respective Participating Institute / Lab-wise online usage server. Online Feedback is submitted after conducting each experiment.(Sample Feedbacks are attached.)

Supporting document: Database of usage server at respective participating institutes. Is present on vlab.co. in.

3) Number of attendees at workshops

Supporting document: Attendance sheet of workshop with details of attendees.

Yes Attached.

4) <u>Cloud data usage</u>

It is data received from cloud server where all labs are being hosted.

Supporting document: Analytics by IIIT Hyderabad from Central Data Server.

No

5) FDP / CEP / QIP at respective institutes

No of attendees in FDP/CEP/QIP ----+ 41

Supporting document: Attendance sheet duly signed by PICs. ---- Attendance Sheet is Attached.

Mananery.

Nodal Center Coordinator Prof. D.G. Auradkar PRINCIPAL ArrSigns Dirts Bero Patischnology Destricipals Arr, Ponet 11015

til.

Name of Institute: Army Institute Of Technology Pune

Department of Instrumentation & Control College of Engineering Pune - 411 005.



Army Institute of Technology Dighi Hills, Alandi Road, Pune

MEMORANDUM OF UNDERSTANDING

BETWEEN:

Helium Ink Innovations Pvt. Ltd. Bangalore, India

AND:

Army Institute of Technology, Pune, India.

WHEREAS:

- A. The partners share a common interest in working together for delivering best quality education and make the students more employable and technocrats.
- B. In order to promote industry academic interaction activities and to help to achieve academic excellence of AIT, the partners wish to enter into this Memorandum of Understanding ("MoU").

NOW THEREFORE, THE PARTNERS AGREE AS FOLLOWS:

1. Objective

The objective of this MoU is to outline the possible ways in which Helium Ink and AIT can collaborate and find best ways of education to make students more employable and ready for the industry.

2. Area of Potential Collaboration

AIT is one of the best engineering colleges and the success of Alumni is the one of the outcomes of the AIT's success. Large number of students have joined product development companies, many started their own venture and lot many are on their way to entrepreneurship. This is primarily due to the AIT's culture of excellence in learning.

Army Institute of Technology was established in August 1994 by Army Welfare Education Society(AWES),New Delhi and is affiliated to the Pune University and approved by All India Council for Technical Education AICTE) and is located at Dighi Hills, Alandi, Pune 411015. It is a private unaided Engineering college established for the wards of serving and retired Army Personnel. It has undergraduate courses in Mechanical, Computer, IT and Electronics & Telecommunication Engineering. Objective of AIT is to strive for excellence in providing the right environment for development of physical, intellectual, emotional and spiritual quotients with a view to produce total quality engineers preparing them to face challenges of modern information society.

Helium Ink is a learning enhancement company. Our mission is to create highly skilled engineers by offering hands-on and practical knowledge, which is required to succeed in the industry. With our Mentor-guided Open Online Projects (MOOPs), students get opportunity to work on real-world project and learn from some of the best engineering professionals in the industry. Project based learning approach allows them to hone their skills in the area of critical thinking, problem solving, reasoning, creativity, hands-on technical know-how and the art of product design, implementation and testing.

Through this MOU, the two parties agree to the following:

- a. Helium Ink will offer Open Source Projects to the students of AIT. The projects will be leveraged by next badge of students for further enhancements/improvements. With multiple such iterations the project can be grown into full-blown production quality product.
- b. Helium Ink will regularly offer free workshops and technical talks to AIT students to groom them and make them aware of various latest technologies like: IoT, Cloud Computing, Embedded System etc.

Helium Ink will screen students based on the requirements of various project. Selected students will be assigned a project and mentor.

Each project will have defined timeline, during which students will be constantly challenged with various real life problems and to deliver good quality project.

3. Not Legally Binding

The MoU is not intended to be and is not to be construed as a legally binding agreement. Signing of this MoU does not result in any material, financial or other obligation for either of the parties hereto. By signing this MoU, the parties are signifying their desire for continued collaboration. Specific initiatives may be considered and agreed upon, on a case by case basis, including the contributions and obligations of each institution. Subsidiary agreements may be signed as required.

4. Term

This MoU will be valid for a period of 3(three) years and will become effective on the date it is signed by both the parties. This MoU may be extended or amended with the written agreement by any of the two parties and may be terminated by any of the two parties with 6 (six) months written notice to the other party.

Both parties have signed this Agreement on the date stated below that party's signature.

Helium Ink, India

Milind Deore, Co-founder, Helium Ink Innovations Pvt. Ltd, India. Registration No: 71380 Place of Reg.: Bangalore Under Company Act. 23 - 07 - 2015

Date HELIUM INK INNOVATIONS A123 LAKESIDE BABITAT, 18 SHANTIVANA KODIGEHALLI VILLAGE, BANGALORE- 560 092, INDIA.

2-3 -07-2015

Date







Army Institute of Technology (AIT) Dighi Hills, Pune - 15. Director Tele Fax 27157534 Principal 27157741 Exch 27157612,27157534 Website - www.altpune.com Email - alt@aitpune.edu.in Recognised by AICTE and affiliated to University of Pune Id No. PU/PN/Engg/108/(1994)

Date: 22/4/2017

To Principal Investigator e-Yantra project IIT Bombay

Subject: Expressing intent to participate in e-Yantra Lab Setup Initiative (eLSI)

Dear Sir/Madam,

We understand that the MHRD funded e-Yantra project is facilitating setting up of Robotics labs at engineering colleges with the goal of spreading Embedded systems and Robotics education.

In order to achieve the desired impact, e-Yantra would provide necessary support in the following manner:

- 1. Conducting workshops for a team of 4 teachers identified by us
- Training the team of teachers through hands-on experiments in a step-bystep manner through Task Based Training (TBT)
- Providing support and advice to set up a robotics lab such that by the time the teachers are trained, a robotics lab is set up at our college

On our part, we express our intent to participate in this nation-building effort by committing the following resources:

1.1412.5	
1	Team of teachers:
1.2.2	ream or teachers.

Team leader:	Mr Avinash Patil
e-mail id of Team-leader	apatil@aitpune.edu.in
Contact Number of Team-leader	9823678051

Team members:

Mrs. Sushma Wadar

Ms Shradha Oza

Mrs. Shilpa Pawar

2. Funds to set-up a Robotics lab: Already Set up (Rs. 1.8 Lakh)

3. Creating a Robotics club for students to experiment with the robots



Sincerely,

Name: Dr. G R Patil Designation:Professor & Head E&Tc Engg Phone:9422510862 e-mail: hodetc@aitpune.edu.in

HOD Electronics & Telecommunication Army Hollitude of Technology Dight Heia, Purio-15.