



MEMORANDUM OF AGREEMENT
Between
National Institute of Technology Delhi
And
PHN Technology Pvt. Ltd.

This Memorandum of Agreement is entered into as of 23.07.2024 (effective date), by and between, PHN Technology Pvt. Ltd., and National Institute of Technology Delhi.

RECITALS:

- PHN technology Pvt. Ltd. is hereinafter mentioned as the 'Party A'.
- National Institute of Technology Delhi is hereinafter mentioned as the 'Party B'.
- The Party A aims to facilitate the establishment of a Centre of Excellence (hereinafter referred to as 'CoE') at Party B's premises and is prepared to cover all expenses associated with its setup.
- Return on Investment, determined by the financial performance of the Centre of Excellence is outlined in this MOA, and allocated in accordance with the decision undertaken by both the parties conjointly.
- The Parties hereto are desirous of reducing into writing the terms and conditions of this Agreement.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE UNDERSIGNED PARTIES AS FOLLOWS:

1. Scope of Work

The CoE including the lab set-up and all the equipment, is to be completed within 60 days (approximately 2 months) from the start of the initial setup. The Centre of Excellence Lab will then be fully activated and operational.

2. Payment Terms

Party A is proposing to fund the Centre of Excellence lab set-up worth of ₹50,00,000/- (fifty lakhs' rupees). Party B shall receive such an amount in kind, i.e., in the form of COE lab set-up which encompasses, components mentioned in the list provided, interior design and furniture. Party A intends to make Party B aware that such funding shall encompass the scope of all the responsibilities undertaken by Party A hereinafter.

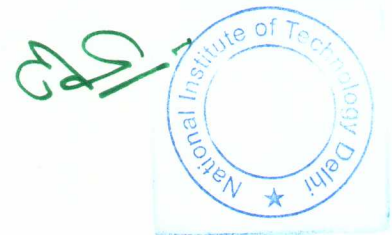
3. Responsibilities of the Party A

- a. Interior of CoE: The interior design and set-up of lab is responsibility of the Party A in its entirety and includes the following services:





- i. **Furnishing:** This includes the provision of tables, stools, and material racks/shelves for the lab.
 - ii. **POP Installation:** The installation of POP for structural enhancements as required will be undertaken by the Party A.
 - iii. **Electrical Installation:** This involves the setup of electrical fittings and connections to ensure proper functionality.
 - iv. **Painting:** Interior painting services will be provided to enhance the aesthetic appeal of the lab.
 - v. **Flooring:** Provision and installation of flooring mats to ensure safety and comfort.
 - vi. **Knowledge Posters:** Informative posters and branding stickers will be strategically placed within the lab for educational and promotional purposes.
- b. **Components:** A list of components containing detailed breakdown of equipment and their quantities is attached along with the MOA.
- c. **Installation:**
- i. **Commissioning:** This involves the activation and setup of all equipment necessary for the functioning of the lab.
 - ii. **Transport:** The delivery of equipment and materials to the Institute's premises.
 - iii. **Designing:** The planning and layout design for the lab, ensuring optimal utilization of space and resources.
- d. **Maintenance and Repairs:** The Party A shall undertake the responsibility of regular maintenance and essential repairs for the Robotics Lab Set to ensure its optimal functioning and safety. Any additional components/materials required by the institute shall be chargeable and not included in the primary lab set-up provided by Party A.
- e. **Technical Support:** The Party A will offer technical assistance to the Party B regarding the setup and operational aspects of the laboratory facilities, ensuring smooth functioning and optimal utilization.
- f. **Marketing Support:** The Party A is responsible for liaising with the installation vendor to coordinate the installation of the laboratory. This includes providing necessary information to the vendor, scheduling installation dates, and ensuring that the installation process is completed efficiently and according to the agreed-upon timeline.





- g. Trainer: The proposal does not provide for a trainer. However, Party A may deploy one if it deems the necessity for the same for any workshops. Compensation to the trainer shall be Party A's obligation.

4. Responsibilities of the Institute

- a. Infrastructure: The Party B shall be responsible for the space provision and infrastructure for the Centre of Excellence lab set-up. The Party B shall provide good enough built-up space of 500 sq. ft. to 600 sq. ft. to set up the Centre of Excellence Lab.
- b. Power expenses: the Party B shall bear the costs associated with electricity consumption and internet consumption related to the operation of the robotics lab during the training sessions.

The parties hereby agree to enter into this agreement for a fixed term of five (5) years, commencing on 23.7.24 and ending on 22.7.29. The agreement shall automatically renew for successive periods of one year each unless terminated by either party in writing at least 90 days before the expiration of the then-current term.

5. Company Projections

Following points mentioned shall be taken as the Party A's expectations from the Party B in return for the lab set-up provided:

- a. Workshops: Four (4) workshops every month will be conducted by the Party A in the CoE premises **conjointly** with Party B. The workshops so conducted shall be scheduled on the weekends and not on the week days to observe uninterrupted functioning of the institute. The workshops will function as per the paid model decided mutually by both the parties.

(the certificates awarded for the workshops shall bear the acknowledgement mark of the Party B as well as the Party A in collaboration)

- a. Revenue Share: Once the lab commences operations, revenue will be generated through the aforementioned workshops. The costs associated with these workshops will be mutually discussed and determined by both the Party B and the Party A. Subsequently, the generated revenue will be distributed between the two parties equally.
- b. Collaboration: The Party A is proposing a collaboration with the Party B to fulfill its vision and mission.





- c. Promotion: the Party B agrees to lend its name for the purpose of Party A's promotional activities and marketing, given the prior approval has been taken from the institute by Party A. Party A shall promote the collaboration between the company and the institute on the company's website, brochures, social media handles like Instagram page, LinkedIn etc.

6. Benefits a. For Party B

- i. Workshops: Party A shall coordinate workshops mutually with Party B.
- ii. Robotics Competitions: The competitions shall be arranged by Party A in the lab in collaboration with Party B to promote Robotics/AI/IoT education and enhance the competitiveness of the students.
- iii. Intellectual Property Rights: If any IPR is created via work in the CoE we have proposed, it shall be retained by the concerned person/student of Party B who has created such work or by Party B as may be the institute's policy. The company will have no entitlement in that whatsoever.

b. For Party A

- i. Collaboration: Collaboration with Party B shall help enhance the visibility and good will of Party A.
- ii. Promotion: The collaboration so undertaken shall help Party A in various promotional activities as mentioned under **clause 5(d)**

7. Miscellaneous.

- a. The Party A is granted exclusive access to utilize all laboratory facilities and workshops at the (Centre of Excellence), owned by the institute. The infrastructure of the Centre of Excellence is owned by the Institute, with its setup cost and equipment provision managed by the Party A. The Party A is authorized to host external students at the Centre of Excellence lab, and can also utilize the premises for various training activities and programs, including camps, workshops, competitions, and sales of Robotics kits for school and college students, terms and conditions of which shall be mutually discussed by both the parties.
- b. The Party B agrees to maintain confidentiality and protect the proprietary information of the Party A by:
 - i. Refraining from disclosing any details of this agreement to the public without the written consent of the Party A;
 - ii. Obtaining permission before using the Party A's name, trademarks, or proprietary information in any promotional materials; (applicable both ways)
 - iii. Not sharing any confidential information provided by the Party A with third parties without the written permission of the Party A; and





- iv. protecting the Party A's trade secrets and proprietary information from unauthorized disclosure.

8. Amendments

This MOA may be amended, modified, or supplemented only by mutual written agreement of both parties. Any proposed amendments must be presented in writing and signed by authorized representatives of both the *Party A* and the *Party B*. Either party may propose amendments by providing written notice to the other party, specifying the proposed changes and the rationale. Approved amendments shall be documented in writing and incorporated into the MOA as an addendum or appendix, signed by authorized representatives of both parties. The effective date of amendments shall be as specified in the amended MOA. All other terms and provisions of this MOA shall remain in full force and effect, and the failure to enforce any provision or right shall not constitute a waiver.

9. Communication

All communications under this MOA must be in writing and can be delivered personally, sent by certified mail, or transmitted electronically via email or fax. Notices to the Party A should be sent to the designated address, email, or fax number. Notices to the Party B should be sent to the designated address, email, or fax number. Notices are effective upon receipt or refusal, as confirmed by a delivery receipt or acknowledgment. Each party must promptly update its contact information in writing. If a notice falls on a non-business day, it is deemed effective on the next business day. Notices sent by certified mail or electronically are considered delivered when sent by an authorized representative.

10. Governing Law

This MOA and any disputes arising from it shall be governed by the laws of Indian Jurisdiction. Any legal action or proceeding related to this MOA shall be exclusively brought in the courts of Maharashtra State Jurisdiction, with each party submitting to the jurisdiction of such courts. If any provision of this MOA is found to be unenforceable, it shall be severed, and the remaining provisions shall remain in effect. Both parties waive their right to a trial by jury. This MOA is executed in English, and in case of any discrepancy between the English version and any translated version, the English version prevails.

11. Entire Agreement

This agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter herein. No modifications, amendments, or alterations to the terms and conditions of this agreement shall be valid or binding unless made in writing and duly executed by authorized representatives of both parties.





Any such modifications shall be made with the mutual consent of both parties and with the intention of benefiting the companies involved.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date: 23.07.2024

For the Party A;

Name: PHN Technology Pvt. Ltd.

Address: Solitaire Business Hub, Office No. E Wing 5010, F wing 5010 & 5020, 5th E core, opp. NECO Garden Society, Viman Nagar, Pune, Maharashtra 411014

Authorized Person: Mr. Pradeep H. Narayankar

Date: _____

Authorized Signature: 



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For the Party B;

Name: National Institute of Technology Delhi

Address: Plot No. FA-7, Zone-PI, GT Karnal Road, Delhi-110036

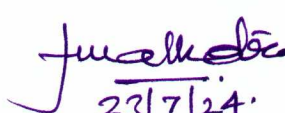
Authorized Person: Prof. (Dr.) Ajay K. Sharma Witness 1.

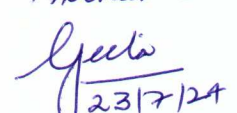
Designation: Director, NIT Delhi

Date: 23.07.2024

Authorized Signature & Stamp: 

डॉ अजय कुमार शर्मा
Dr. Ajay Kumar Sharma
Director/निदेशक
राष्ट्रीय प्रौद्योगिकी संस्थान दिल्ली
National Institute of Technology Delhi


23/7/24

Witness 2

23/7/24

