



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

Sl. No: 2929 Dt. 24/04/2017
Sold To: VIGNAN'S FOUNDATION FOR SCIENCE,
For Whom: TECHNOLOGY & RESEARCH, VADLAMUDI

Padmaja.k
BW 701901
KILARU PADMAJA
Licensed Stamp Vendor
L.No: 07-32-001/2016
D.No: 4-14-25, 1st Lane Anjaneyapet,
Koritepadu, GUNTUR-522 007.
☎: 0863-2272233, 9100638057



VIGNAN'S
Foundation for Science, Technology & Research
(Deemed to be UNIVERSITY)
-Estd. u/s 3 of UGC Act 1956



TERRA DRONE

MEMORANDUM OF UNDERSTANDING

This memorandum entered on this 19th day of November 2018 at Guntur

BY and BETWEEN

VIGNAN's University, a deemed to be university under u/s 3 of UGC Act 1956; hereinafter referred to as VFSTR and called Party of FIRST Part;

TERRA DRONE INDIA Private Limited, a duly registered company under companies act 2013; hereinafter referred to as TDI and called Party of SECOND PART;

WHEREAS, VFSTR is a reputed and recognised educational institute conducting engineering courses upto doctorate level.

WHEREAS TDI is a reputed company dealing with design, development and services with Unmanned Systems, Artificial Intelligence, Machine Learning, Internet of Things, Image processing and Analytics.

[Handwritten signature]

[Handwritten signature]

WHEREAS, Both Parties have expressed their interest to come together and set-up a Global Centre of Excellence (GCE), based around above mentioned technologies.

NOW BOTH PARTIES HAVE COME TOGETHER AND PIUT FORWARD THE FOLLOWING TERMS AND CONDITIONS FOR THIS MEMORANDUM:

OBJECTIVES

The objectives of the Global Centre of Excellence are :

- 1) Develop Niche technology components for existing platforms in co-ordination with VFSTR.
- 2) Design & Develop newer UAV platforms both for military and civilian usages.
- 3) Develop and support VIGNAN's R&D/ UAV technology education.
- 4) Support VIGNAN's talent development in R&D/Processing UAV technology expertise.
- 5) Support India's GIS (Geological Information System) training needs for software development & UAV technology.

AREA OF RESPONSIBILITY

In setting-up the Global Centre of Excellence; the areas of responsibility are listed as follows :

VFSTR Area of Responsibility: VFSTR shall provide the following:

1. Appropriate space for setting-up the GCE.
2. All consumables required to rung the GCE like, water, electricity etc.
3. Processing (Computing)equipment.
4. Support in all respects of knowledge and expertise on projects being undertaken by the GCE.
5. Research scholars & Students to work in GCE projects with preference to their regular academic work load.

TDI Area of Responsibility : TDI shall provide the following :

1. UAV aircraft required for R&D as well as training. This will include all types of UAV and also in adequate quantities.
2. Adequately trained manpower and expertise in the filed of flying UAV's, GiS Training, Analytics and Training in all aspects related to the activities being conducted by the GCE.
3. Sharing of complete market and operational knowledge with the functionaries of VFSTR involved with the GCE.
4. Position adequate manpower for conduct of activities of the GCE.
5. All the specialized GCE and Analytics software's and licences

In addition, TDI agrees to support the Joint Lab with publicly available training materials, UAV Models and literature, and CDs, as discussed and agreed upon. TDI will renew the license for the related software, as mutually agreed upon annually. VFSTR agrees that the donated software and all materials and support are provided as-is, without any warranties, including warranties of merchantability, fitness for a particular purpose, non-infringement, etc.



GENERAL TERMS & CONDITIONS

1. The GCE will be available for students as well as Design Engineers from Drone Industries per college norms.
2. This GCE will not contain PLD development tools that is competitive in nature to TDI, specifically.
3. This GCE will promote UAV survey solutions in the LAND, MINNIG, Oil & Gas and Structural Inspection curriculum and research projects.
4. The products, proprietary data, know-how, software, or other data or information provided by TDI are propriety goods. Therefore, VFSTR agrees to comply strictly with all applicable export and re-export control laws and regulations, including, without limitation, the JAPAN Export Administration Regulations. VFSTR agrees that any products, proprietary data, know-how, software, or other data or information received from TDI may not be employed in any Defence end uses or by such end users, including for missile technology, sensitive nuclear, chemical or biological weapons end uses or by such end users. Each party understands that the foregoing is Japan & Indian legal requirements and survives any termination of this Agreement.
5. IN no event will TDI or its licensors be liable for any loss of data, lost revenue or lost profits consequential or indirect damages arising from or related to this Agreement, however caused and on any theory of liability.
6. Any special application software and research result from GCE, will be joint intellectual property of VFSTR & TDI.

This Agreement contains the entire agreement between the Parties and supersedes any previous understandings, commitments, or agreements, oral or written regarding the subject matter hereof. This Agreement may not be assigned or transferred by VFSTR without the prior written consent of TDI.

A. Vignan University
BY: Dr.G. SrinivasaRao
TITLE: Dean, R&D

DATE: 19th Nov 2018



B.Terra Drone India Private Limited
BY: WgCdrPoluSreedhar
TITLE: Cofounder & COO

DATE: 19th Nov 2018

