



తెలంగాణ తెలంగాణ TELANGANA

SI.No : 1346 Date 25-11-2022

Sold To. Prem Kumar Vislawath

S/o, Mahesh Vislawath

R/o, Hyderabad

For Whom: MARUT DRONETECH PRIVATE LIMITED

M. PAVAN KUMAR AV 108176
Licensed Stamp Vendor
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Memorandum of Understanding (MoU) for Setting Up of Kaveri University Drone Training Academy

14th April 2023

Kaveri University Gowraram, Siddipet – 502279, Telangana State

Kaveri University and Marut Dronetech propose to work towards RPAS (Remotely Piloted Aircraft System) Training wherein Marut Dronetech proposes to design, develop, and deliver the training to trainees and Kaveri University proposes to make available the required infrastructure and initial funds for setting up of Drone training academy on mutually agreed profit sharing basis. The Parties' proposed engagement is described in detail as follows:

Marut Dronetech proposes to offer training on RPAS based on mutually agreed upon commercial terms and conditions wherein MARUT shall design and develop course structure as per DGCA approved CAR. The training shall be offered by MARUT as required by the Director General of Civil Aviation (DGCA). Kaveri University shall provide the required initial funds, space, equipment and infrastructure such as dedicated areas for flying, drone assembly lab, simulation lab, and classrooms for ground training.

Propose to facilitate setting-up a dedicated RPAS training and testing hub with required infrastructure/equipment. The following disused or partially used airstrips are suggested, in Kaveri University, Telangana.

1. Roles and Responsibilities

1.1 Kaveri University - Roles and Responsibilities

- To provide requisite infrastructure facilities such as training ground (~5acres), classroom for teaching, Drone/RPAS lab, Simulation/Computer lab and office space and required hardware such as drones (multirotors, agriculture spraying and VTOL, fixed wings) for Kaveri University Drone training academy and periodic meetings of the team Kaveri University and also provide competent staff for the project in accordance with the requirement of technology and domain from time to time.
- Shall work and act as a facilitator Guarantor within Parties' interests and provide all the necessary support to both the parties in the implementation of RPAS Training.
- Kaveri University shall invest in latest drones, peripherals, simulators, computer systems and other hardware & software required for RPAS training.
- Shall make public announcement of the program through its media department, announcements, publications, notifications and circulars etc. to attract students and proliferation of the course.
- Kaveri University and MARUT will jointly establish a Drone training Academy on RPAS / Drone Technology. The center will conduct periodical skill development programs and demonstrations for students, drone farmers, rural Agri graduates and government officials.
- In order to achieve project objectives, set out within the targeted time, Kaveri University agrees to designate a Principal Investigator/ Accountable Manager who will be a fulltime employee of university supported by the necessary domain experts in the area of study.
- eLearning RPAS/Drone Courses and webinars for Agri Automation and Intelligence, Drone training, NPNT, RPAS and Learning platform for Drone enthusiasts.

1.2 Marut Dronetech Private Limited - Roles and Responsibilities

- Marut Dronetech shall design & deliver RPAS Training program as prescribed by DGCA at Kaveri University facilities.
- Marut Dronetech shall develop pilot trainers and support staff to conduct the training.
- Aerodynamics, ATC, Weather & Meteorology subject matter training will be augmented by Marut Dronetech trainers
- Marut Dronetech to use Kaveri University ground assets in Kaveri University for training purpose associated with RPAS Training.
- Marut Dronetech ensure the setting up, operation and maintenance of drone lab with help Kaveri University and provide maintenance for the infrastructure provided by it.
- Marut Dronetech will work with Kaveri University for e-learning platform and Podcasts.

2. Co-operation

All parties agree and acknowledge that in order to perform their duties and obligations as per this MoU the participants "Kaveri University and Marut Dronetech Pvt Ltd" shall be provided all such information and necessary cooperation as may be required by each of them. All parties shall ensure that their personnel shall cooperate with the other participants in order to successfully fulfil their obligations under this MoU.

3. Payments and Revenue sharing

To establish requisite infrastructure facilities such as Hardware equipment, Simulation/Computer lab, Drones (multirotors and agriculture spraying), etc. both Kaveri University and Marut Dronetech will provide requisite funds to the tune of 70% and 30% respectively for setting up of Kaveri University Drone Training Academy.

- a. All the payments made by the candidate/trainees/students to the training will be routed through joint account of Kaveri University and Marut Dronetech.
- b. The operational expenditure will be equally borne by Kaveri University and Marut Drones.
- c. The net income, after deducting operational expenditure, will be equally distributed between Kaveri University and Marut Drones.
- d. There will be an equal quarterly revenue share settlement from joint account to Kaveri University and Marut Dronetech and will be made through online payment only.

4. MOU Subject to Definitive Agreement

This MOU is intended to constitute a legally binding or enforceable agreement or commitment on either Party except for Section 6, 8 and 9 which shall be binding on the parties in accordance with its terms.

5. Binding Effect

This MoU is only intended to set out the broad terms of understanding on a preliminary basis between the Parties, in relation to their proposed collaboration for implementing RPAS Training, to provide drone services. This MOU does not create binding obligations among the Parties. However, for the purpose of effectuating this MOU and to give legal and binding effect, the Parties may enter into and execute the detailed contract detailing the responsibilities including but not limited to, rights, obligations, representations, warranties, undertakings, consideration /fees/ compensation ("Definitive Agreement"). In consideration of the significant expenses that the Parties will incur in realizing Drone Pilot Training, and drafting and negotiating the Definitive Agreement, the Parties agree as follows:

- a) **Good Faith Negotiations:** The Parties shall negotiate in good faith and use their best efforts to bring about the execution and delivery of the Definitive Agreement at the earliest practicable time.
- b) **Due Diligence:** Conclusion of RPAS Training is subject to completion of a due diligence investigation by the parties. Each Party agrees to provide representatives of the other Party with reasonable access to such information and such individuals as the other Party may reasonably request in order to carry out its due diligence investigation.

- c) Costs and Expenses: Kaveri University shall be responsible for all its costs and expenses associated with RPAS Training, including without limitation (i) the performance of its obligations under this MOU, (ii) conducting its due diligence investigation, and (iii) drafting and negotiating the Definitive Agreement.

6. Term and Termination

This MoU shall be effective from the Effective Date. Either Party may terminate this MoU without cause upon Ninety (90) days prior written notice to the other Party.

7. Confidentiality and Public Announcement

"Confidential Information" means the confidential, proprietary, and trade secret information of the disclosing party to be disclosed by the disclosing party under this MoU, and comprises (a) information in tangible form that: (i) bears a Confidentiality Legend, or (ii) does not bear any Confidentiality Legend, if the receiving party knew, or reasonably should have known under the circumstances, that the information was confidential and had been communicated to it in confidence, and (b) discussions about that Confidential Information that may occur before, at the same time, or after disclosure of the Confidential information. This MoU and all Confidential Information exchanged between the Parties pursuant to this MoU shall be held in confidence and not disclosed to any third party or shall only be disclosed to the respective employees of the Parties on a need to know basis. Neither Party shall make any public announcement about the MoU and/or the scope of proposed engagement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Exceptions to the Obligation of Confidentiality. The receiving party will not be liable for the disclosure of any Confidential Information that is: (i) generally made available publicly or to third parties by the disclosing party without restriction on disclosure; (ii) received without any obligation of confidentiality from a third party who rightfully had possession of the information; (iii) rightfully known to the receiving party without any limitation on disclosure, before its receipt from the disclosing party; (iv) is the same as information that is independently developed by employees, contingent workers, and professional advisers of the receiving party; or (v) required to be disclosed under applicable laws, regulations, or court, judicial, or government agency orders. The receiving party must give the disclosing party reasonable notice before this disclosure, and seek a protective order, confidential treatment, or other remedy, if available, to limit the scope of the required disclosure.

8. Intellectual Property:

- ☐ No rights in or license to any intellectual property rights (including without limitation any patents, designs, know how, trademarks or copyrights) of either party are granted, transferred or implied by this MoU to the other party.
- ☐ Neither party shall use the other party's trademarks, logos or corporate marks without the owning party's prior written consent.
- ☐ No license under any trademark, patent or copyright, or application for the same which are now filed or thereafter may be obtained is hereby either granted or implied under this MoU.
- ☐ No Party shall do any acts that may (a) adversely affect the validity or enforceability of any intellectual property right belonging to or licensed to the other Party, (b) modify, copy or reverse engineer, any intellectual property right belonging to or licensed to the other Party, (d) use any intellectual property right belonging to or licensed to the other Party for its benefit or

the benefit of any third party, or (e) cause, assist, or permit any third party to do any of the foregoing.

- Any and all the material developed by Marut Dronetech comprising of training mode, delivery format ("Marut Dronetech" Material) shall remain the property of Marut Dronetech.

9. **Disclaimer of warranty** Each party makes no warranties, either express or implied, with respect to the subject matter of this MoU. Each party specifically disclaims the implied warranties of merchantability and fitness for a particular purpose and any warranty against infringement of any intellectual property right of any third party. All products and services, if any provided under this MoU, is provided as is, without warranty of any kind.
10. **Nature of relationship:** Nothing in this MoU should be construed as creating a partnership, between the Parties, and neither Party will have the right, power or authority to obligate or bind the other in any manner whatsoever, without the other Party's prior written consent.
11. **Governing Law:** All disputes arising out of or related to this MoU, including without limitation all matters connected with its performance, will be governed by, and construed and interpreted under, the laws of India, without reference to conflict of laws principles.
12. **Dispute Resolution:** In the event of any dispute or difference arising out of or relating to this MoU or the breach thereof, the Parties hereto shall use their best endeavours to settle such disputes or differences amicably. To this effect they shall consult and negotiate with each other in good faith and understanding of their mutual interests to reach a just and equitable solution satisfactory to both parties, with or without the assistance of a mediator. If the Parties do not reach such solution within a period of thirty (30) days, then the dispute shall finally be settled and determined by arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any amendment thereof. The place of arbitration shall be Hyderabad and the language used in the arbitral proceedings shall be English. Arbitration shall be conducted by an arbitral tribunal consisting of three arbitrators. Each of the parties shall nominate an arbitrator and the third arbitrator shall be nominated by the aforesaid two arbitrators. The arbitral award shall be in writing and shall be final and binding on each Party and shall be enforceable in any court of competent jurisdiction.
13. **Language and Amendments:** This MoU shall be executed in English and the English language original of this MoU shall prevail over any translation hereof into any other languages. Any provision of this MoU may be amended only by a written amendment duly signed by the Parties.
14. **Notices:** All notices required or permitted to be given hereunder shall be in writing, shall make reference to this MoU, and shall be delivered by hand, or dispatched by prepaid air courier or by registered or certified airmail, postage prepaid, addressed to the other's Party's address as stipulated on the first page of this MoU.

- 15. Counterparts:** This MoU may be executed in any number of counterparts, and each counterpart shall constitute an original instrument, but all the counterparts together shall constitute the same instrument.
- 16. Liability:** Except for a material breach of a party's confidentiality obligation or a violation of a Party's Intellectual Property Rights, in no event shall either party be liable for any damages arising from or related to this MoU, whether direct, indirect, incidental, special or consequential damages, lost profits or lost data or other damages even if the party has been informed of the possibility thereof. Nothing in this MoU shall limit either Party's liability to the other for death or bodily injury caused by negligence or liability in the tort of deceit.

This memorandum of understanding shall become effective from the date of issue till completion of this program.

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|------------------------------------|---|
| Kaveri University | Marut Drones Private Limited (Marut) |
| By (Title): <i>Vice Chancellor</i> | By (Title): <i>FOUNDER & CEO</i> |
| Print Name: <i>V. Praveen Rao</i> | Print Name: <i>PREM KUMAR VISLAWATH</i> |
| Date: <i>14th April, 2023</i> | Date: <i>14.04.2023</i> |
| Signature: <i>V. Praveen Rao</i> | Signature: <i>Prem Kumar Vislawath</i> <i>14.04.2023</i> |
| Seal: | Seal: |

Witness 1:

M. Chakradhar
 (M. Chakradhar)

Witness 2:

P. Surendra Babu
 (P. SURENDRA BABU)

Budget Requirements (Overall)

Table 1. Drone Equipment and Accessories

| Particulars | Amount (Rs.) |
|---|------------------|
| Spraying Drones (10 Litres) - 2 units | 20,00,000 |
| Multi-spectral Sensor | 12,00,000 |
| Flying Drones for the regular batch (04) | 20,00,000 |
| Survey Drone - 1 unit | 8,35,000 |
| Simulation Software (15 no.) | 5,01,200 |
| Computers for simulation (15 nos) | 9,75,000 |
| Insurance (3 No.) | 1,50,000 |
| Miscellaneous (Batteries – 10 Sets) | 6,40,000 |
| Furniture & Accessories | 3,00,000 |
| Laptops for machine planning and autonomous flying operations (4 nos) | 4,00,000 |
| Radars (4 units) | 1,40,000 |
| CUV X7+ | 96,000 |
| CUV X7 Pro & Can hub | 1,60,000 |
| Nozzels | 1,20,000 |
| Skydroid H16 | 90,000 |
| TV (75") and portable stand | 95,000 |
| Total | 97,02,200 |

Table 2. DGCA Inspections Expenditure (as per DGCA checklist)

| Particulars | Amount (Rs.) |
|---|------------------|
| DGCA Compliance | 4,00,000 |
| Drone Lab with all the accessories (See Annexure – I) | 30,00,000 |
| Initial Branding and Communications | 3,00,000 |
| Master & Slave | 4,00,000 |
| Miscellaneous | 2,00,000 |
| Assembled Drones for Course | 12,00,000 |
| Total Amount | 55,00,000 |

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| Initial Branding and Communications includes but not limited to: |
| 1. Website |
| 2. SEO and |
| 3. Social Media pages Branding |

Table 3. Recurring Expenditure Per Month

| Particulars | Amount (Rs.) |
|-------------------------------------|---------------------|
| Operations Manager | 50,000 |
| DGCA Certified Instructors (2 No.) | 2,00,000 |
| Drone Engineers (1 No.) | 60,000 |
| Drone Pilots (2 No.) @ Rs. 50,000/- | 1,00,000 |
| Admin Manager @ Rs. 30,000/- | 30,000 |
| Marketing agency | 30,000 |
| Marketing & Communication Person | 50,000 |
| Maintenance of Hardware | 1,50,000 |
| Log book, Course Material etc | 1,50,000 |
| Total | 8,20,000 |
| Accommodation per month | As per actuals |
| Food & logistics | As per actuals |