



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into an existence on Date: September 08, 2022, by and

BETWEEN

SCTR's Pune Institute of Computer Technology, located at Survey No. 27, Near Trimurti Chowk, Dhanakwadi, Pune - 411043 (here in after referred to as "**PICT**") (which term shall so far as the context admits be deemed to mean and include its successors, administrators, executors, and assignees) of the **First Part**.

AND

JyoSH AI Solutions Pvt. Ltd., Registered office at Shreeji Ville, Panchpakhadi, Thane, Maharashtra-400602, (here in after referred to as "**JyoSH**") (which term shall so far as the context admits be deemed to mean and include its successors and assigns) of the **Second Part**.

WHEREAS:

1. **PICT** is a leading educational institution in the field of Technical Education. It is willing to enter into an **MOU** with **JyoSH** for long term mutually beneficial goals built over trust and partnership. The areas of cooperation may include, subject to mutual consent, any desirable and feasible activity that would further the goals of each institution. Such interaction may include cooperation in a variety of joint academic and educational activities.
2. **JyoSH** is involved in development of mechatronics products and advanced robotics systems "leveraging Artificial Intelligence and Machine Learning for benefits of Society and Industry", has already filed 2 patents of concept and design of Integrated Agriculture Robot.

AND WHEREAS PICT has agreed for such collaboration. AND NOW THEREFORE, **JyoSH** and **PICT**, in consideration of the mutual representations, warranties and covenants contained

herein, and subject to the terms and conditions set forth in this MOU, and intending to be legally bound, hereby agree as follows:

1. Duration

This MOU shall be valid for a term of **Three year(s)** from the effective date and shall be renewed for such further period as may be decided mutually by both the parties.

2. Objectives:

PICT and **JyoSH** will supplement and complement each other in the areas of mutual benefits for the expertise of students and corresponding need of **JyoSH**. The objectives of this Memorandum of Understanding are:

1. To provide a formal basis for initiating interaction between PICT and JyoSH.
2. To build culture of creativity and innovation at PICT.
3. To set up an international level development center in niche technologies encouraging academia & industry collaboration.
4. To collaborate in areas of Artificial Intelligence, IoT, Robotics and emerging technologies.
5. To improve employability of PICT students and cultivate creativity and innovation.
6. Extending internship and employment opportunities to PICT students.
7. To build Agri-Tech and industrial automation solutions beneficial for farmers in India and manufacturing industry in India.
8. To apply for various Government funding schemes (BIRAC, DST, NIDHI PRAYAS etc.) jointly.
9. To leverage technical expertise of PICT faculty members and seek their mentorship and guidance for teams of PICT students for building PoCs.

10. To support JyoSH for launching new products in area of Artificial Intelligence, IoT, and Robotics. Initially, its planned to work on 2 products per year. The core modules of every product will be developed by JyoSH team, whereas other modules will be developed by PICT students under the guidance of JyoSH team and faculties at PICT.
11. Creating IPs, patents jointly and writing research papers, participating technical conferences jointly.

IP will be owned by JyoSH for the ideas and concepts originated by JyoSH, whereas IP will be owned by PICT students and faculties for the ideas and concepts originated from PICT and if those ideas are converted to any sellable product. If any idea or concept is originated by joint team of JyoSH and PICT, then IP will be owned jointly. For the IP owned by JyoSH, all patents related expenses will be taken care by JyoSH. For other IPs (PICT or jointly), expenses will be shared based on mutual agreement.

Students and faculties have to seek JyoSH's formal permission in writing for publishing any research papers and participating in any technical conferences to present the research paper for every idea, concept, IP owned by JyoSH. Source code and any other design can not be shared any time.

For ideas, concepts, patents owned jointly by both parties, decision will be taken based on mutual agreement. Every person (student, faculty member, management team) entering Research Lab must sign NDA (Non-Disclosure Agreement) with JyoSH to ensure confidentiality of technologies, products being developed. Research lab cannot be demonstrated to visitors or group of students not part of research lab without written consent from JyoSH.

12. Providing internship to UG, PG students as per curriculum needs.
13. Conducting technical seminars, hackathons, competitions, etc.

14. To develop PoCs (Proof of Concept) in emerging technologies and handover to industries for productionization through royalty-based business model.
15. To build self-reliant profit center for providing consultancy to industry as long-term goal. This will help PICT faculty members to earn through consultancy activities and part of this earning will be shared with PICT.

3. Proposed Modes of Collaboration:

PICT and JyoSH propose to collaborate as below:

1. Setting Centre of Excellence (CoE) for Artificial Intelligence, IoT, and Robotics at PICT.
2. JyoSH will provide technical infrastructure including (but not limited to) XYZ gantry robot (a type of robot), Electronics hardware, NVIDIA GPU platforms, sensors, IoT platform, Desktop with various software development tools, as per the requirements of projects under execution.
3. PICT will provide secured place for this Artificial Intelligence, IoT and Robotic lab along with basic infrastructure including furniture, storage, and equipment.
4. Access to this lab will be restricted to students and staff who will be working on various R&D programs and activities as a part of this collaboration.
5. In order to maintain confidentiality, NDA (Non-Disclosure Agreement) to be signed.
6. Executing R&D projects involving robotics, Artificial Intelligence and IoT, which may be carried out wholly at PICT or partly at PICT and partly at JyoSH as per the need of project.
7. Formation of Monitoring committee to review the progress of collaboration and expand scope of collaboration time to time.
8. Monthly progress presentation to all stake holders.

9. Seeking for collaboration with technology companies to improve software, hardware infrastructure.

10. Following projects are under planning for next 3 years:

- a. JyoSH Integrated Agriculture Robot for cotton cultivation automation
- b. Fully automated Onion transplanter
- c. Automation of chili, grapes, strawberry, tomato cultivation
- d. Computer vision-based inspection system for quality inspection of manufactured parts
- e. Grading of fruits, vegetables and grains using AI and computer vision
- f. Drone for crop health Monitoring, Railway bridges and dams' inspection

4. Roles and Responsibilities:

- All the procedure, guidelines of project works, internship and formalities, investment will be decided upon mutual consent and understanding and will be documented as per specific need.

Sr. No.	PICT	JyoSH
1	Provide secured place for Research Lab along with basic infrastructure including furniture, storage, and equipment.	Setting up project specific infrastructure for executing programs based on Artificial Intelligence, IoT and Robotics.
2	Involve faculty members to provide guidance and managing Research Lab.	Involve technical team members to provide guidance and mentoring to PICT students.
3	Connect JyoSH team with UG, PG students by conducting periodic sessions.	Identify and allocate UG, PG students to live projects being executed at Research Lab.
4	Nominate 2 members for monitoring	Nominate 2 members for monitoring

	committee.	committee.
5	Monitoring committee to conduct monthly review of all projects jointly and resolve any issues faced by project teams.	Monitoring committee to conduct monthly review of all projects jointly and resolve any issues faced by project teams.
6	Participate funding proposals from various Government and private bodies.	Identify right funding opportunities for the projects under development and submit joint proposals for the same.
7	Make conference rooms, meeting rooms available with advance planning.	Conduct technical seminars, hackathon, competitions. for students.
8	Faculty members to identify encourage students for research papers, patents and participating in technical conferences.	Provide technical guidance to students for submitting research papers, filing patents, and participating in technical conferences.
9	Share resumes of UG, PG students for internship and employment at JyoSH.	Provide internship and employment opportunities to PICT students.
10	Pay expenses for patents filing for IP owned exclusively by PICT.	Pay expenses for patents filing for IP owned exclusively by JyoSH.
11	Share expenses for patents filing for IP jointly owned exclusively by PICT and JyoSH.	Share expenses for patents filing for IP jointly owned exclusively by PICT and JyoSH.

5. Commercials:

- No financial transactions planned through MoU JyoSH is not expecting any financial support from PICT and will not charge any fees to students and faculties. JyoSH will not pay any charges to PICT for running this Research Lab at their premise.
- JyoSH will pay cash rewards for high performance students and faculties.
- Consultancy to other companies and organizations will be planned after running Research Lab successfully for 2 years and separate SOW (Statement of Work) will be created along with commercials.

- Separate SOW (Statement of Work) will be created at time of submitting proposals for Government or private funding. This SOW will address financial aspects explicitly which need to be approved by monitoring committee.

6. Intellectual Property:

6.1 Developments: Subject to PICT's rights in and to its Pre-Existing Works (as defined in subsection 6.2 below) IPR(Intellectual Property Right) in all products, inventions, documents, writings, graphic designs, photographs, content, reports, workflows, software (including modifications and documentation), and other items, feedbacks, suggestions and material provided by or on behalf of PICT and in collaboration with JyoSH shall be in accordance with a separate project-specific agreement.

6.2 Pre-Existing Works: Each party shall retain all rights, title, and interest in and to any intellectual property in any technology or confidential information provided or developed by it independently ("Intellectual Property") during performance under this MOU. Nothing contained in this MOU shall be deemed to grant either directly or by implication, estoppels or otherwise any license to any Intellectual Property by the providing party to the receiving party.

7. Publications:

7.1a Except for the JyoSH's confidential information, PICT and its employees shall have rights, at their discretion, to release information, or to publish any data, writings, or material, or to use such in the PICT seminars, lectures, and tutorials; and

7.1b Subject of subsection 7.2 below publish any non-confidential information and results arising out of this engagement between the parties.

7.2 Both the parties shall furnish each other, with a copy of any proposed publication date, and grant each other thirty (30) days from the date of furnishing, for review and comment. Within this period JyoSH may request PICT, in writing ("confidentiality notice") to delay such publication for a maximum of a further period of sixty (60) days in order to protect a potential IP, including the patentability of any invention, and PICT

shall comply with any such request so long as it is reasonable. Such delay shall not, however, be imposed on the submission of any student thesis or dissertation provided that whether or not any confidentiality notice has been given, JyoSH's any confidential information may not be published.

Any information which is classified as JyoSH's confidential cannot be published any time in public domain. JyoSH will allow certain information to be added in thesis or dissertation of students as a part of fulfillment of their UG or PG curriculums. However, every information published or submitted related to JyoSH's projects must be prior approved by JyoSH in writing. Both the parties will create formal template of such approval.

8. Confidentiality:

- Both the parties may receive information proprietary to other party (the "Confidential Information") during performance of their obligations under this MOU. Confidential Information is not meant to include any information which (a) is publicly available (b) is rightfully received by the parties from third parties without accompanying secrecy obligations; (c) is already in either party's possession and was lawfully received from sources other than the parties or (d) is independently developed by the parties. The two bodies understand and acknowledge that the Confidential Information is valuable and confidential and agrees that it will always be kept in trust, to be disclosed only to such persons on a "need to know basis" the same for the effective implementation of this MOU and that it will only be used by the parties for the benefit of others.
- Both the parties understand and agree that all written or other tangible data and documentation developed or procured by the other party in performing its obligations under this MOU, whether in printed or electronic form, belongs to other party and that other party will have all rights, title and interest therein.
- Both parties shall not use the name and brand of the other party in any advertisement or make any public announcement without the prior written approval of the other.

9. Coordination:

Both the parties shall appoint one person as one point of contact/Coordinator for smooth execution of the MOU.

PICT has nominated the following person as its Coordinator:

Dr. Radhika V. Kulkarni

Assistant Professor,

Department of Information Technology, PICT, Pune.

Email ID: rvkulkarni@pict.edu **Contact No.:**+918888777941

JyoSH has nominated the following person as its Coordinator:

Dr. Sharadchandra Lohokare

CEO, Founder, JyoSH AI Solutions Pvt. Ltd. Thane.

Email Id: sharadchandra.lohokare@jyoshrobot.com **Contact No.:** +91 9867043750

10. Limitations and Warranties:

Both parties agree that it would be their Endeavour to prevent any liability arising out of default or non-compliance of the MOU terms by the other party.

11. Termination:

- Both parties can terminate the MOU with a prior written thirty (30) days' notice on default of terms of non-adherence to any condition or responsibilities by the other party as outlined in this MOU in case such default is not rectified within such 30 days.
- Both parties also agree that it would be their professional Endeavour that despite any termination of the MOU, progress would continue, without any prejudice to the ongoing Projects / Research & Development Work, which would be without any hindrance and would be progressed for completion.

12. Entirety & Amendment:

- This **MOU** contains the entire understanding between the parties in relation to the **Industry & Institute Collaboration for skill development and collaborative programs for students and different career opportunities.**

- This Agreement does not impose any financial liability on the parties hereto.
- If during the **operation of the MOU, circumstances may rise which call for alteration/ modification to this MOU, such alteration / modification shall be mutually discussed and agreed** upon in writing. Such **changes will be formalized** in writing as an **‘Addendum’ to this MOU**. Any changes/amendments to this MOU not in conformance to this section shall be **deemed to be void-ab-initio**.

IN WITNESS WHERE OF, the Parties hereto have duly executed this Agreement as on the day, month and year first herein above written.

For **PICT:**

For **JyoSH:**

For JyoSH AI SOLUTIONS PVT. LTD.

DIRECTOR

(Authorized Signatory)

(Authorized Signatory)

Name: Dr. P.T. Kulkarni

Name: Dr. Sharadchandra Lohokare

Designation: Director, PICT, Pune. Solutions Pvt. Ltd., Thane.

Designation: CEO, Founder, JyoSH AI

Email: director@pict.edu

Email: sharadchandra.lohokare@jyoshrobot.com

Place: Pune

Place: Pune

Date: 08th Sept. 2022

Date: 08th Sept. 2022

Witness to both:

1. _____

2. _____