



**Memorandum of Understanding**  
**between**  
**GarudaUAV Soft Solutions Private Limited**  
**&**  
**Jaypee Institute of Information Technology**  
**(For Collaborative Projects and Research-based Knowledge Sharing)**

This Memorandum of Understanding (hereinafter referred to as MoU) is made on 05<sup>th</sup> day of the month of June in the year 2023 by **GarudaUAV Soft Solutions Private Limited**, having its head Office at **Assotech Business Cresterra: Unit No. 109 to 112, Floor 1st, Tower 2, Plot No 22, Sector 135, Noida, Uttar Pradesh 201304** [hereinafter called the First party], on the ONE PART and the **Jaypee Institute of Information Technology, A-10, Sector-62, Noida-201309, Uttar Pradesh**, [hereby called Second party] who for the purpose of this MoU are hereinafter collectively referred to as the parties.

The parties, having discussed fields of common research interests and allied activities between the two, have decided to enter into long-term collaboration for the promotion of research and development in cutting-edge areas of Engineering and Technology in accordance with the provisions contained in the Guidelines issued by *head offices of both the parties* and as revised from time to time.

WHEREAS the "**First Party**" established vide registration *CIN: U72900MH2017PTC383731* is involved in the development of Software-based Aerial Services across different verticals.

AND WHEREAS the "**Second Party**" is involved in research and education in the areas of Science, Engineering, and Technology.

AND WHEREAS it has been considered expedient to agree in writing to participate jointly in the upcoming projects, requiring both parties' expertise.

## **Article 1. Scope**

1.1 First party will recognize the Second party as an Institute for conducting research and development in the field of multi-discipline engineering. The Second party will recognize the First party as Scientists/knowledge/industry partners of JIIT, as recommended by its Dean (Academic and Research), in accordance with the service rules and regulations for undertaking collaborative research projects as below.

- I. To begin immediate collaborative work between GarudaUAV Soft Solutions Pvt. Ltd. and faculty members/Ph.D. scholars/students working in the Department of Electronics and Communication Engineering (ECE).
- II. Engagement of students on projects & research work focusing on real-world industrial problems with their end-user applications.
- III. GarudaUAV Soft Solutions Pvt. Ltd to provide a remuneration/scholarship along with a 6-month project for 4-6 BTech & MTech students with a stipend (Rs.10000 PM) for each.
- IV. One free workshop/seminar every year by Garuda UAV for BTech students at JIIT.
- V. In the case of research or patent publication, authors/inventors will be from both parties.

1.2 Operational details of research effort and collaboration will be made in common research areas/ programs and/or projects restricted to the specific mandated domains within the approved disciplines/divisions.

1.3 The costs of specific consumables/operational costs of the equipment will be borne by the respective organizations as per mutual discussions, etc.

1.4 The first party will conduct summer internships/training visits/R&D visits to interact with a nominal number of students. These students will be selected based on the selection process involving resume filtering and interview/other criteria, of the second party. This can, be repeated in subsequent years, depending upon the requirements of the First party. No new MOU document would be required to be signed in such a case, specifically for this purpose.

## **Article 2. Management**

2.1. Director of the First party and the Head of the Institution of the Second party will be responsible for working out the operational details of cooperation between the two organizations and ensuring proper and effective implementation of this MOU.

## **Article 3. Exchange of Information**

3.1. The term "information" includes scientific or technical data, results and/or methods of investigation, and other information intended to be provided, exchanged, or arising under project descriptions entered into pursuant to this MOU.

- 3.2. The parties support the widest possible dissemination of information. However, looking at the nature of the work of the First party, Non-Disclosure Agreements (NDAs) might need to be signed with the Second party based on the criticality of the projects in consideration.
- 3.3. In case of the possibility of publication of a joint work, the decision will be taken by mutual understanding. Although such publications of research work are highly encouraged by both parties, in no case, the Second party will publish any jointly executed work without the written consent of the First party.

#### **Article 4. General Provisions**

- 4.1. It is understood that the First Party and the Second Party subscribe to the principle of equal opportunity and do not discriminate on the basis of race, sex, age, caste, or religion. Both institutions shall abide by these principles in the administration of this agreement and neither party shall impose criteria for the exchange of scholars or students, which violate principles of non-discrimination.
- 4.2. Both parties understand that all financial arrangements required for undertaking the proposed research training will have to be agreed upon separately.
- 4.3. Both parties acknowledge that the exchange of students from one party to the other shall be subject to the availability of funds and shall comply with the regulations and policies of the First party and the Second party.
- 4.4. Any research publications arising will be published in accordance with the provisions as per the guidelines for the students to conduct research for their respective degree program as trainees or interns at GarudaUAV Soft Solutions Pvt. Ltd. as notified *vide* the guidelines, if any, as may be issued from time to time.
- 4.5. No part of the work done in collaboration with IIIT Noida will be published in print/ electronic media in any form without the prior written consent of GarudaUAV Soft Solutions Pvt. Ltd. authority and vice versa.
- 4.6. All questions related to this MOU arising during its term will be settled by the parties by mutual agreement. Disagreements at the operating level shall be forwarded to respective higher officials for appropriate resolution, failing which an arbitrator of mutual acceptance may be identified for the settlement of the dispute, if any.
- 4.7. Either party will handle all questions not foreseen related to this MOU by mutual agreement.
- 4.8. Nothing in this MOU is intended to affect other cooperation or collaboration between the parties.

#### **Article 5. Intellectual Property Rights**

- 5.1 Both parties will be expected to ensure the protection of the Intellectual Property Rights generated or likely to be generated during the student's research work and vice versa. Both parties shall be joint applicants for any of the IPRs likely to be generated as collaborative research work. The first or second



applicant among the two parties shall be decided based on the Principal Investigator of the research work. IIIT Noida as the first applicant and the Second party shall be the joint applicants for IPRs and the scientific staff involved shall be included as the inventor/author. For exploitation of the generated intellectual property, whose management and benefits sharing shall be mutually decided in each case.

#### **Article 6. Entry Into effect, modification, termination, and jurisdiction**

6.1 This MOU shall become effective on the date it is signed by the parties and shall be valid for three years and extendable up to two years. Both shall review the status of the MOU at the end of each two years to determine any modification, whenever necessary. The period of validity of this MOU may be extended by mutual consent up to two years, This MOU may be amended by mutual written agreement at any time by either party upon written notification signed by the competent authority of the party initiating termination, Such notification must be given to the other party at least six months in advance from the effective date of termination.

6.2 Dean (Academic and Research), IIIT Noida, and Director/CEO, GarudaUAV Soft Solutions Private Limited, will have the discretion to terminate this MOU at any time without citing any reason and vice-versa..

6.3 All joint activities not completed at the expiration or termination of the MOU may be continued until their completion under the terms of this MOU.

6.4 No amendment or modification of the MOU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be the amendment of the MOU. The modifications/changes shall become part of the MOU and shall be effective from the date on which they are made/executed unless otherwise agreed to.

6.5 For all legal matters the jurisdiction of this agreement shall be Noida.

This MOU has been executed in two originals, one of which has been retained by the First party and the other by the Second party).

IN WITNESS WHEREOF, the parties have executed this MOU and represent that they approve, accept, and agree to the terms contained herein.

**Name and Address of the First Party**

**Mr. Brijesh Kr Pandey**

**Chief Executive Officer (CEO)**

**GarudaUAV Soft Solutions Pvt. Ltd.**

**Assotech Business Cresterra: Unit No. 109 to  
116, Floor 1st, Tower 2, Plot No 22, Sector 135,  
Noida, Uttar Pradesh 201304  
CIN: U72900DL2017PTC317918**

Date: 05<sup>th</sup> June 2023

**Name and Address of the Second Party**

**Vice-Chancellor (VC)**

**Jaypee Institute of Information Technology.**

**A-10, Sector-62, Noida-201309, Uttar Pradesh**

**Prof. Shweta Srivastava, Dean (A & R)**

**Coordinator**

Date: 05 June 2023

Signature with seal

**VICE CHANCELLOR**

(JUIT Noida)

Jaypee Institute of Information Technology  
Deemed University, U/S 3 of the UGC Act  
A - 10, Sector - 62, Noida (U.P.)

Signature with seal

**(GarudaUAV Soft Solutions Pvt. Ltd.)**

Witness 1

(Prof. Shweta Srivastava)

Witness 1

MISBAH SAHAR

Witness 2

(Dr. Atok Joshi)

Witness 2

VIDIT JAIN