

[ १७ ] संगणकशास्त्र संकुल, सोलापूर विद्यापीठ, सोलापूर व Leotechsa Robotics Pvt.Ltd.,Pune यांच्यामधील कराराचा (MoU) मसूदा व्यवस्थापन परिषदेच्या विचारार्थ.

(टिपणी: प्रा. डॉ. आर. एस. हेगडी, संचालक, संगणकशास्त्र संकुल यांनी दि.११/०५/२०१८ रोजीच्या पत्रान्वये सोलापूर विद्यापीठ व Leotechsa Robotics Pvt. Ltd. Pune यांचेमध्ये Memorandum of Understanding (MoU) चा मसूदा Development of Digital Image Processing based commercial products for the application in different sectors like agriculture, medical sector, environmental, sanitation, traffic management, smart city based devices etc. या कामांसाठी तयार केला असून त्यास मान्यता मिळावी, अशी विनंती केली आहे.

उपरोक्त MoU चा मसूदा दि.१७/०५/२०१८ रोजीच्या टिपणीन्वये विधी व सल्लागार विभागाचा अभिप्राय मिळणेस्तव मा.कुलगुरु महोदयांच्या मान्यता घेवून दि.१९/०५/२०१८ रोजी विधी व सल्लागार विभागास पाठविण्यात आले होते. विधी व सल्लागार विभागाने सदर कराराच्या मसूदात कसल्याही प्रकारची त्रुटी दर्शवली नाही.

सबब, संचालक, संगणकशास्त्र संकुल यांनी दि.११/०५/२०१८ रोजीच्या पत्रानुसार संगणकशास्त्र संकुल, सोलापूर विद्यापीठ व Leotechsa Robotics Pvt. Ltd. Pune यांचेमध्ये होणाऱ्या कराराचा (MoU) चा मसूदा व्यवस्थापन परिषदेच्या विचारार्थ).

ठराव: संगणकशास्त्र संकुल, सोलापूर विद्यापीठ, सोलापूर व Leotechsa Robotics Pvt.Ltd., Pune यांच्या सोबत करार करण्यास व कराराच्या (MoU) मसूदास सर्वानुमते मान्यता देण्यात आली.



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## MEMORANDUM OF UNDERSTANDING

Between

LEOTECHSA ROBOTICS PVT. LTD., PUNE,  
MAHARASHTRA, INDIA

Leotechsa

AND

SOLAPUR UNIVERSITY, SOLAPUR,  
MAHARASHTRA, INDIAसोलापूर विद्यापीठ  
॥ विद्यया संवत्सरा ॥NAAC Accredited-2015  
'B' Grade (CGPA 2.62)

This Memorandum of Understanding (herein after referred to as MoU) is made on this 13 day of the month of Feb in the year 2019 by SOLAPUR UNIVERSITY, SOLAPUR, MAHARASHTRA, INDIA on ONE PART and the LEOTECHSA ROBOTICS PVT. LTD., PUNE, MAHARASHTRA, INDIA on the OTHER PART (who for the purpose of this MoU are hereinafter collectively referred to as the parties). Both the parties, having discussed fields of common research, product development and placement interests and allied activities between the two institutions, have decided to enter into long-term collaboration for promotion of students and research scholars in higher research, employees training, placement, quality research and development in cutting edge areas.

WHEREAS the "First Party", established by the state of Maharashtra in the year 2004 for promoting Higher Education and Research in this part of the state to global standards has been considered expedient to agree in writing to participate jointly in the projects requiring expertise and logistics from both the parties, and is involved in the studies on digital image processing, computer vision, machine learning, biometrics, medical image analysis, document image analysis, face recognition, fingerprint recognition, iris recognition, multilingual document analysis, degraded document analysis, optical character recognition, handwritten Marathi character recognition, signature identification, 3D reconstruction, Simulator development, autonomous vehicle navigation, multi spectral image analysis, hyper spectral image analysis, image enhancement, big data analytics.

AND WHEREAS the "Second Party" is involved in the research and development, manufacturing, sale, purchase, export and import of products in the field of social innovation, Cyber-Physical Systems (CPS), autonomous robotics, automation, technology and software development including but not limited to technology products, also includes applications, software, tools, training, consulting, and sales of robotics, technology, educational kits, software, consumer electronics and implementation of robotics, automation and technological solutions in multiple areas and to conduct other acts and deeds as may be required to attain the above objectives in India or elsewhere. Leotechsa is involved in the studies on computer vision, machine learning, Autonomous robotics, Embedded System based product development. Main area of technology sectors like affordable healthcare, clean technologies, water technologies, skill development, agriculture, security & surveillance, automation and transportation. Collaboration with leading industries and universities to ensure a continuous learning and innovation, aims to foster and support the development of collaborative R&D projects that bring together companies, research organizations and academics.

V. S. S.  
13/02/2019  
[Signature]

## Article 1. Objectives

The MoU is designed with the prime focus on following objectives:

- To develop technology resulting towards product development.
- To perform key market research and to understand social need.
- To attract foreign firms in technology and development for further investment in industry and academia.
- Designing University curricula to cope up with industry needs and demands.
- To Train and provide technical assistance in research domain for PG students, research scholars and who want to pursue a course of PhD study.
- To come out with innovative product designing and development for social good.
- To promote cutting edge research in the fields mentioned in the previous section of this MoU.
- To promote interaction between both the parties in mutually beneficial areas.
- To provide a formal basis for initiating interaction between both the parties.

## Article 2. Scope and Roles.

Both the parties recognize the other party as the partner in collaborative research and development of products in diversified areas like healthcare, agriculture, robotics and Artificial intelligence. Following are few of the roles under this MoU.

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- To provide for the alliance, physical space (centralized and/or dispersed) to set up owned/leased lab enough to sustain all required operations.
  - Engineering Project Management.
  - Requirement gathering, Requirement specification.
  - Project Plan – milestone, schedule preparation, deliverables, resource planning, project cost, risk management and approval from the both parties.
  - Learning management - To provide mentorship, documentation.
  - Execution (System architecture, design and development, review and testing) tracking of milestone.
  - Day to day project schedule monitor and team handling, discuss and share progress with other party, collecting feedback, reviewing input and incorporating changes.
  - Critical hardware, prototype building, field testing.
  - Risk identification and mitigation plan.
  - Resource management - Identifying full time resources, conduct interview of candidates.
  - To provide/arrange mentorship to the design and development team.
  - Field trail and testing.
  - IP management, code and documentation protection.
  - Find market and potential clients for the specific product.
  - To organize Hands-on training programmes at Solapur University (First party).
  - Active involvement in Research and development of various software modules.
  - Exchange of Human resources for special purpose training.
  - Part of market research.
  - Part of requirement gathering and analysis.
  - Optimal usage of facilities.

2.1. Research facility and resources available with the First party and the Second party will be made available to the faculty (principal investigator), research scholars and developers of both parties (stakeholders in Product development) and will be dealt separately in specific project agreement. However, the costs of specific consumables will be borne by the respective organizations.

2.2. During exchange visits accommodation in the Hostels/ Guest houses shall be arranged, wherever possible, as per existing rates of the institutes. The duration of exchange visits will be determined by mutual consent between both the parties.

### Article 3. Management

3.1 Head of the Institution of the first party and the Head of the Institution of the second party will be responsible to work out operational details of co-operation between the two organizations and to ensure proper and effective implementation of this MoU.

3.2 The Advisory Committee will meet as and when required in the institutions of the first party or the second party or over the Skype/WebEx or any other communication channel to review the activities. This meeting shall include presentation on the research and development activities, which should be open to the research scholars, and company stakeholders (stakeholders in Product development) and will be dealt separately in specific project agreement.

### Article 4. Exchange of Information (Confidential information & its Ownership)

4.1 The term "Information" includes scientific or technical data, results and/or methods or algorithms of investigation, Technology and other information intended to be provided, exchanged, or arising under any joint project, the description entered into pursuant to this MoU.

4.2 The parties shall support the widest possible dissemination of information. Each party, in a joint project, shall be given the right to use, disclose, publish or disseminate such non-confidential information for any and all purposes.

4.3 Confidential, proprietary or business sensitive information ("confidential Information") may be disclosed between the parties in conjunction with the activities anticipated under this MoU, For purpose of this section the party disclosing Confidential Information is referred to as the "Disclosing Party" and the party receiving such Confidential Information is referred to as the "Receiving Party".

4.4 "Confidential Information" shall include, without limitation, any and all written, oral or other tangible or intangible form of information, discoveries, ideas, plans, concepts, know-how, trade secrete (whether patentable or copyrightable or not ), proprietary documentation, materials, research, development, designs, specifications, drawings, blue-prints, tracings, techniques, diagrams, models, samples, flow charts, papers, manuals, lab notebooks, minutes of meetings with inventors, research scholars, developers and other

stakeholders, data computer program, disks, tapes, algorithms, source codes, object codes, software programs, training material, business records, marketing plans, strategies, objective or techniques, customer names, technical, financial or business information exchanged between the parties pursuant of this MoU and subsequent agreement(s). In order to be protected under terms of this MoU or to be protected under the terms of this MoU, confidential or if disclosed in a non-tangible forms, identified as being confidential at the time of discloser and confirmed in writing with Project Agreement.

**Article 5. General Provisions**

5.1 Any research publications arising may be jointly published in accordance with the provisions laid down in the guidelines for their degree program.

5.2 A copy of documentation of the completed project shall be shared between both the parties.

5.3 The sensitive hardware resources will reside in the premises of parenting organization. If in case there is need of temporary relocation of such recourse, an application can be sent to owning party by requesting party and vice versa.

5.4 All questions related to this MoU arising during its execution period shall be settled by the parties with mutual agreement. Disagreements at the operating level shall be forwarded to the respective higher officials for appropriate resolution, failing which an arbitrator of mutual acceptance may be identified for the settlement of dispute, if any.

*Handwritten signature and date: 19/02/2019*

5.5 All questions not foreseen related to this MoU shall be handled by the parties with mutual agreement.

5.6 Nothing in this MoU is intended to affect the other cooperation or collaborations between the parties.

**Article 6. Intellectual Property Rights**

6.1 Both parties shall ensure protection of the Intellectual Property Rights generated or likely to be generated during or from the research work of the researcher belonging to the other party. The first party shall be the first applicant (for its institute) and the second party shall be the joint applicant for IPR registration if the first party has major contribution and vice-versa. The research scholars or scientist staff involved shall be included as the inventor/breeder/author in the registration application. Both parties prepare guidelines for Intellectual Property Management and Technology Transfer/ Commercialization as amended from time to time shall be the reference for exploitation of the generated intellectual property, whose management and benefits sharing shall be mutually decided in each case.

6.2 The aspects related to post filing of Intellectual Property are not subject matter of this MoU and will be dealt separately in specific project agreement.

6.3 For any potential idea investigated under this MoU the provisional patent and final patent document will be applied jointly. (6)

#### Article 7. Financing Collaboration

7.1 Both parties understand that all financial agreements shall be negotiated separately depending on the availability of funds.

7.2 In case of funding shortages, both the parties have to discuss and look for the other sources available in the market. (Ex. Venture capitals).

7.3 The revenue generated from the product selling can be used to fund subsequent projects signed under this MoU.

7.4 Benefits sharing shall be mutually decided in each case and will be dealt separately in specific project agreement.

#### Article 8. Entry into effect, modification and termination

8.1 This MoU shall become effective on the date it is signed by the both parties and shall be valid for three years extendable for additional two more years. Both parties shall review the status of the MoU at the end of each three/five year period to determine any modification, if necessary. The period of validity of this MoU may be extended by mutual consent up to five more years. This MoU may be amended by mutual written agreement and may be terminated 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.

8.2 All joint activities not completed at the time of expiry or termination of the MoU may be continued until their completion under the terms of this MoU.

8.3 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 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.

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 WHERE OF, the parties have executed this MoU and represent that they approve, accept and agree to terms contained herein.

(Name and Address of the first Party)  
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Maharashtra State, India  
Telefax no :+91-0217-2744770

(Name and Address of the Second Party)  
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Telefax No.

Name of the Head of the Institution of the First Party

Name of the Head of the institution of the Second Party

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Date


Date For Leotechsa Robotics Pvt. Limited

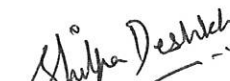
  
Signature, with Seal  
Registrar  
Solapur University,  
Solapur.

  
Signature with Seal  
Director

Witness 1 Dr. R. S. Hegadi


Witness 1 Mrs. Shilpa U. Deshmukh

  
Signature and name

  
Signature and name

Witness 2 Dr. R. S. Mente

Witness 2 Mr. Uday S. Deshmukh

Signature and name 

Signature and name 

