



Kalyani Charitable Trust's

## LATE G. N. SAPKAL COLLEGE OF ENGINEERING

(Accredited with Grade 'B' by NAAC)

Affiliated to > Savitribai Phule Pune University (ID. No.PU/NA/Engg./152/2009 Ref.No.-CA/6501 Dated- 18/11/2009)

Approved by > A.I.C.T.E., New Delhi (F.N: 06/07/MS-Engg/2008/O-17, Dated- 11th June 2009)

> Govt. of Maharashtra (No. GEC-2009/(67/09)/T.E.- 4, Dated- 15th June 2009)

> D.T.E., M.S., Mumbai (No.2/NGC/Engg./Approval/2009/535, Dated - 23rd July 2009)

> AISHE CODE : C-42196

Dr. Sahebrao B. Bagal  
M.E. (E & TC), Ph.D. (E & TC)  
Principal



Dr. Ravindra G. Sapkal  
Chairman & Managing Director  
Kalyani Charitable Trust



### MEMORANDUM OF UNDERSTANDING BETWEEN

KCT'S

Late G. N. Sapkal College OF Engineering

Nashik.

AND



Passenger Drone Research Private Limited

This Memorandum of Understanding (MoU) is entered into as on Date 29/03/2023, by and between the Late G. N. Sapkal College OF Engineering, India (Hereafter LGNSCOE) and Passenger Drone Research Private Limited (Hereafter PDRL)

The LGNSCOE is established in the year 2009 under the aegis of Kalyani Charitable Trust, Nashik with the approval of AICTE and DTE, the Government of Maharashtra. The Institute is permanently affiliated to Savitribai Phule Pune University, Pune with a sanctioned intake of 390 for various engineering courses at the undergraduate level. The institute has a post-graduation course in MBA with a sanctioned intake of 60 each and College of Pharmacy including D.Pharm, B.Pharm and M. Pharm . The LGNSCOE is committed to serve the common masses by disseminating engineering education.

Passenger Drone Research Pvt. Ltd. (PDRL), is a technology company that is into the development of autonomous aerial vehicles (AAV), popularly referred to as Air Taxi. 'Pravaas', our aerial vehicle will carry a passenger(s) autonomously point-to-point (P2P).

1. **Objectives of the MOU:** The objective of this Memorandum of Understanding is:

- To promote interaction between LGNSCOE and PDRL in mutually beneficial areas.
- To provide a formal basis for initiating interaction between LGNSCOE and PDRL.

2. **Proposed Modes of Collaboration:** LGNSCOE and PDRL propose to collaborate through:

- Establishing Center of Excellence for Drone Technology and its application at LGNSCOE by PDRL.
- Partnering for training and certification program of PDRL so that knowledge of drone technology is passed on to students and job opportunities are created for students of LGNSCOE
- LGNSCOE offers its specific approved resources like testing area to PDRL for testing of drone technology.
- Sponsoring R&D projects, which may be carried out wholly at LGNSCOE or at premises of PDRL or partly at LGNSCOE and partly at PDRL.
- Any other appropriate mode of interaction agreed upon between LGNSCOE and PDRL. Each of the above modes of interaction will be initiated by entering into a separate agreement between the two parties

Page 1 of 4

- CAMPUS :** Sapkal Knowledge Hub, Kalyani Hills, Anjaneri-Wadholi, Trimbakeshwar Road, Nashik - 422 213. (India)  
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**4. Technical Areas of Collaboration:** The principal technical areas of collaboration between LGNSCOE and PDRL will be as per the requirements raised time-to-time from both the parties and or either parties.

**5. Agreements for Research Collaboration:** Each research collaboration undertaken by the parties hereunder shall be initiated by signing of a separate research agreement between the parties which will describe in detail:

- The nature, scope, and schedule of the research collaboration. b. The form of the research collaboration.
- The estimated cost of the research collaboration together with the amount of funding, if any, to be shared between LGNSCOE and the PDRL.
- The treatment of intellectual property and data rights, including patents, inventions, proprietary information, and copyrights, which result from the research collaboration or which belong to a party and are used in research collaboration.
- Other provisions may be mutually agreed upon, including provisions covering the consequences of default or termination by a participant, term, arbitration of disputes, and applicable law.

#### 6. CONFIDENTIALITY:

During and for a period of five years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within 90 days of disclosure and identified as confidential by the disclosing party.

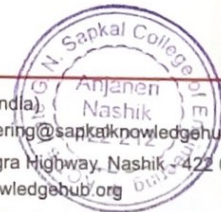
The obligations above shall not extend to any confidential information for which the receiving party can prove that this information: - is in the public domain at the time of disclosure or subsequently comes within the public domain without fault of the receiving party. - is already known or become known to the receiving party from a third party without a break of the present agreement; or - are independently developed by the receiving party; or - are required to be disclosed by law or court order.

**7. NON-EXCLUSIVITY:** The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries, and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

**8. TERMS AND TERMINATIONS:** This MOU, unless extended by mutual written agreement of the parties, shall expire five years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or

unilateral, shall affect the obligations of the participants under any Research Agreement, Confidentiality clause as referenced in clause 5 above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

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9. **RELATIONSHIP:** Nothing in this MOU shall be construed to make either party a partner, an agent, or legal representative of the other for any purpose. Neither party has any right or authority to accept any service of process or to receive any notices on behalf of the other Party or to enter into any commitments, undertakings, or agreements purporting to obligate such other party in any way, or to amend, modify or vary any existing agreements to which such other party may be a party
10. **ASSIGNMENT:** It is understood by the Parties herein that this MOU is based on the professional competence and expertise of each party and hence neither party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party. This Agreement shall, however, inure to the benefit of PDRL, its successors, and assigns.

11. **COSTS OF THE MOU:** Each Party shall bear the respective costs of carrying out the obligations under this MOU.

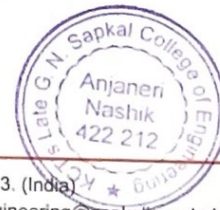
The partners have entered into this MoU because they:

- ✓ RECOGNIZE the mutual interest in the field of industrial training, development, and dissemination of knowledge.
- ✓ RECOGNIZE the importance of Industry Institute Interaction activity for engineering students.
- ✓ RECOGNIZE the importance of the Industry Partner within its field of expertise.

This MoU will enable the parties to:

- > FOSTER technical education at undergraduate and post-graduate level to make the students industry-ready.
- > STRENGTHEN the theoretical knowledge in industrial practices. Exposure to the industrial environment brings about attitudinal change in the students by inculcating managerial principles which cannot be effectively imparted through classroom or laboratory inputs.
- > PROVIDE In-plant training to LGNSCOE students.
- > PROVIDE Industry-related projects to KBT COE students and an opportunity to learn recent industry practices.
- > ALLOW the KBT COE Students for industrial visits to enhance their subject-related knowledge.
- > EXPLORE any opportunity for campus placement for LGNSCOE students.
- > This MOU is signed only in the interest of helping & guiding the LGNSCOE students in various development activities & PDRL will not be responsible for any other act of the student of whatsoever kind.

The parties hereby agree to establish collaboration according to terms and conditions set out by the LGNSCOE and PDRL



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**12. SIGNED IN DUPLICATE** This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity. BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.



By: LGNSCOE

Name: Prof. Dr. S. B. Bagal

Designation: Principal

Date: 29/03/2023



PASSENGER  
By: PDRL

Name: Vishal Dharankar

Director

Designation: Chief Technology Officer

Date: 29/03/2023



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