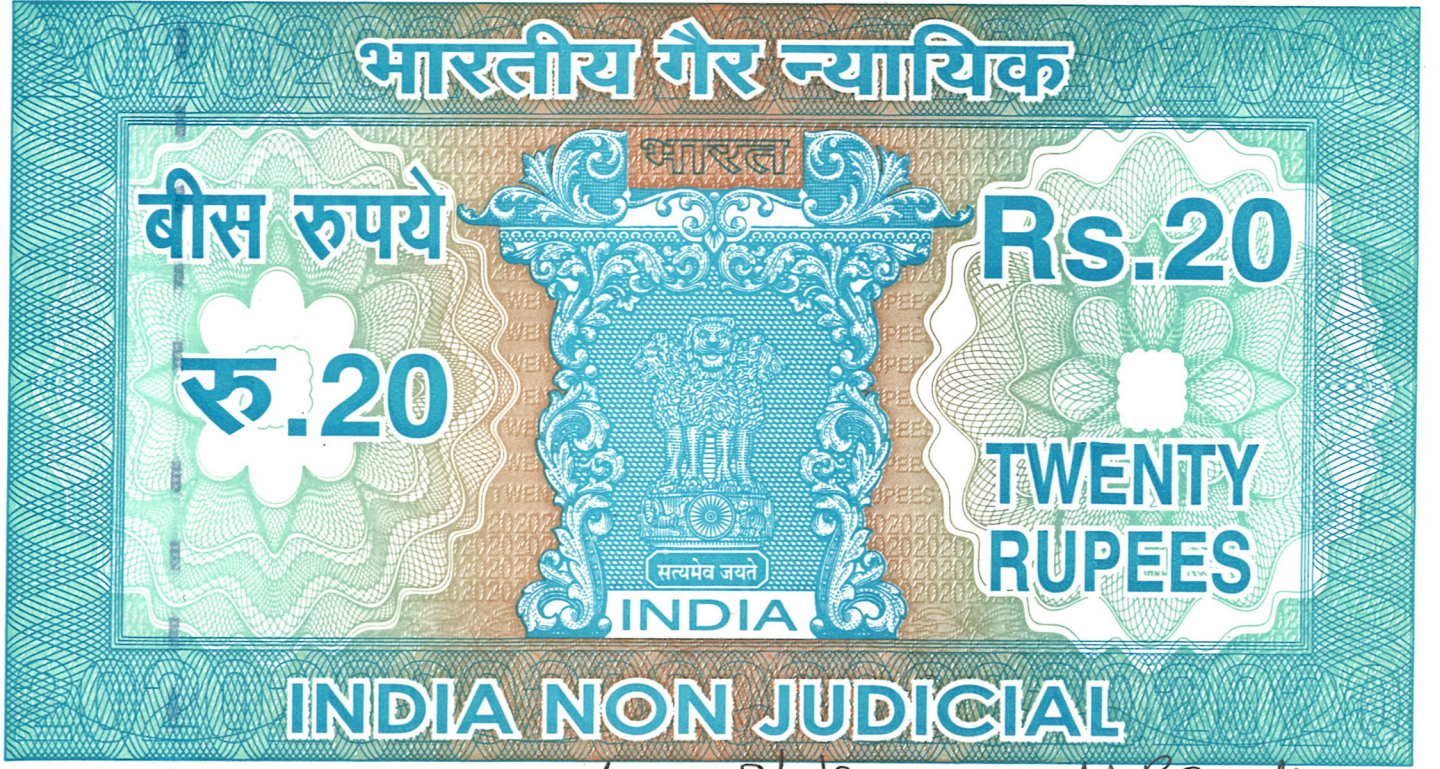




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MEMORANDUM OF UNDERSTANDING

BETWEEN

JAWAHARLAL NEHRU TECHNOLOGICAL UNIVERSITY KAKINADA

AND

FALCON INFO SOLUTIONS PVT LTD, KOTA

AND

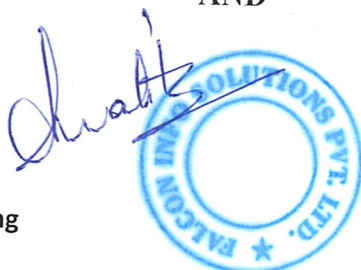
IOTECH AVIGATION PRIVATE LIMITED, NEW DELHI

This Memorandum of Understanding (MOU) is signed on this 9th June 2023

BY AND BETWEEN

Jawaharlal Nehru Technological University Kakinada, established in the year 2008 under the Act No. 30 of 2008 of the Government of Andhra Pradesh State, and having its registered office at JNTUK Kakinada, Pithapuram Road, Kakinada-533 003, India; PAN AAALJ0362L, hereinafter referred to as **JNTUK**, as the first Party on Other Part.

AND



Falcon Info Solutions Pvt Ltd, E-13, Diya Park, Hanuvatkhera, Ladpura, Kota - 324004; PAN-AAECF9107E, hereinafter referred to as **Falcon**, represented by its authorized representative as the Second Party on One Part.

AND

IOTECHWORLD AVIGATION PRIVATE LIMITED, Plot No. 31 & 34, Sector 35, Gurugram – 122004. PAN-AAECI4680B, hereafter referred as **IOTECH** represented by its authorized representative as the Third Party on One Part with its marketing partner Aurantius Tech Services Pvt., Ltd., in the State of Andhra Pradesh.

1. PREAMBLE

1.1. Jawaharlal Nehru Technological University (JNTUK) is a hub for advanced skills training that provides a comprehensive and well-balanced training of practical & theoretical and Research activities. Offering a broad-based Engineering Education (UG and PG levels) with opportunities for specialization and self-directed learning and development, the programs offered comprising full-time Degree programs, Skills upgrading technical courses, and industrial consultancy and services.

1.2. Falcon is a startup organization working in the area of Information Technology and Geospatial domain. It is offering solutions for Health, Urban Development, Land, Agriculture and Aviation sectors. Apart from other projects, Falcon is working on drone based high resolution mapping of village abadi areas, under the Swamitva scheme of Govt. of India.

1.3 IOTECHWORLD AVIGATION PRIVATE LIMITED having vision to develop, build and incorporate multidisciplinary fields of Agriculture, Infrastructure & Defense sectors. IOTECH is working in the domain of R&D and developing world class drones and eventually became the world leader in our sector of manufacturing. Innovation and practice oriented are the core of our company values.

2. OBJECTIVES OF THE MoU

This MoU between **JNTUK**, **IOTECH** and **Falcon** is being signed for collaboration with the following objectives:

2.1. To develop the skill development program to cater the drone industry in Andhra Pradesh, India.

2.2 To exclusively collaborate for DGCA approved Drone training and other training programs at JNTUK campus to form RPTO and center of excellence.



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3. ROLES AND RESPONSIBILITIES OF JNTUK, IOTECH AND Falcon

3.1 Name of the RPTO: **Falcon Info Solutions Pvt Ltd**

Roles	Responsibility
Documentation, certification, record keeping	Falcon
Theory Classes as per the given structure of Directorate General of Civil Aviation	Falcon
Simulator Training	Falcon
On-Field Training	Falcon
Completing formalities for awarding RPAS certificate from DGCA	Falcon
Drones Setup as per DGCA requirements	Falcon
Infrastructure	JNTUK
Accommodation of students (as per availability) (Charges borne by the student)	JNTUK
Admissions & marketing	IoTech, Falcon, Aurantius
Technology, Technical Support	IoTech

3.2 Falcon will be the Training partner at the respective location, IOTECH will be the Technology, Placement partner & JNTUK will be the Educational, Marketing partner.

3.3 IoTech with its strategic business partner Aurantius Tech Services Pvt. Ltd., in Andhra Pradesh will provide the marketing support for the RPTO.

3.4 IOTECH, Falcon will promote JNTUK in their seminar and other promotional activities as partners in training program & vice versa.



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4. DURATION, TERMINATION OF THE MoU

4.1 This MoU shall become effective from 9th June 2023 and shall be valid till 8th June 2028

4.2 JNTUK, Falcon and IOTECH may upon expiry mutually agree to extend the MoU on such terms and conditions as may be mutually decided.

4.3 In case of breach of any of the terms and conditions of this MoU by a party (Defaulting party), the other party shall have a right to terminate this MoU by giving one (1) month notice. If the Defaulting party fails to take corrective action on the points/areas mentioned in the notice within the notice period; then the MoU will be deemed to have been terminated.

4.4. Failure of either party to terminate the MoU on account of breach or default by the other shall not constitute a waiver of that party's right to terminate the MoU.

5. CONFIDENTIALITY

5.1. The parties shall keep all data, information, reports whether tangible or intangible form or whatever in oral, written, or electronic form to which the parties may access by virtue of this MoU ('Confidential Information') confidential and refrain from using it, except under the terms of this MoU. The JNTUK, IOTECH & Falcon will be custodian of all the confidential information with respect to the proposed collaborative activities. In case a new project worker joins during the project, shall be required to sign the non-disclosure agreement.

5.2 Any such Confidential Information may be disclosed either by party employees, or its agents only on a need-to-know basis. Such disclosed information or use there of shall be subject to the terms and conditions of this MoU. However, this will not be applicable in the following situations:

5.2.1 Confidential Information which is required to be demonstrated in the public domain.

5.2.2 Confidential Information after its disclosure becomes part of the public domain. The provisions of any of the Acts which refrain from disclosure of confidentiality will not be applicable in such a situation.

5.2.3 Confidential Information possessed by the party can only be disclosed, and not the information acquired from other party directly or indirectly.

5.2.4 Confidential Information possessed or will be possessed by any of the parties may be disclosed to the third party, provided the same has not been derived from the MoU.

5.3 Confidential information shall not be deemed to fall within the exceptions of Article.

[Handwritten signatures and blue circular stamps are present at the bottom of the page. The stamps include: 'FALCON INFO SOLUTIONS PVT. LTD.', 'REGISTRAR'S OFFICE JAWAHARLAL NEHRU TECHNOLOGICAL UNIVERSITY KAKINADA', and 'IOTECH WORLDWIDE INVESTIGATION PVT. LTD.']

5.3.1 The confidential information is specific and is merely embraced by more general information in the public domain or in the party's possession or

5.3.2 Confidential information is a combination that can be pieced further or reconstructed from multiple sources, none of which discloses principle of operation and the method of use.

5.3.3 The Parties further agree to take all reasonable precautions to prevent any of its personnel from divulging to any other party, except as is otherwise provided herein, any confidential information furnished by either party to the other party.

5.3.4 The Parties further agree to take all precautions to prevent any horizontal dissemination by way of training or other forms of confidential information gained under this MoU.

6. INDEMNITY

Each party hereby indemnifies and holds harmless the other including its officers and employees (hereinafter referred to as "Indemnities") from and against all direct claims, suits, liabilities, damages, costs fees, including, without limitation, attorney's fees, expenses or losses arising out of or resulting from performance of each of the party under this MoU, any claims based on negligence, omission, or misconduct of the other party or any employees, agents or representatives of the defaulting party and any claims based on damages, losses or liabilities whatsoever with respect to damage to any property arising from the possession, use or operation of products produced or sold by the defaulting party in any manner whatsoever, breach by the Parties of their representations, warranties, obligations, undertakings, covenants and the terms and conditions of this MoU.

Neither Party shall be liable to the other for any loss of profits, indirect, specific, or consequential damages of any kind suffered by the other Party due to breach of MoU by either party.

7. FORCE MAJEURE

Neither party shall be held responsible for non-fulfilment of their respective obligations under this MoU due to the exigency of one or more of the force majeure events such as but not limited to acts of God, War, Flood, Earthquakes, Strikes, Lockouts, Epidemics, Pandemics, Riots, Civil Commotion etc., provided on the occurrence and cessation of any such event, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond 12 months, the Parties shall jointly decide about the future course of action.



Handwritten initials or mark.



8. NOTICE

8.1 Any notice required or provided for by the terms of this MoU shall be in writing, and all notices, reports, and payments (other than royalties) provided for hereunder shall be sent by email and/or registered mail. It is agreed that the communication addresses and email of the parties shall be as follows.

8.1.1 To JNTUK:

The Registrar,
Jawaharlal Nehru Technological University
Pithapuram Road,
Kakinada-533 003
Andhra Pradesh, India.
E-mail: registrar@jntuk.edu.in; Phone: 9676183355

8.1.2 To Falcon Info Solutions Pvt Ltd:

Mr. Amit Malik
Falcon Info Solutions Pvt Ltd,
E-13, Diya Park, Hanuvatkhera, Ladpura, Kota - 324004
E-mail: amit.malik@falconinfo.net; Phone: 9650805556

8.1.3 To IOTECH

Mr. Deepak Bharadwaj,
Director & Co-Founder
IOTECHWORLD AVIGATION PRIVATE LIMITED,
Plot No. 31&34, Sector 35, Gurgaon - 122004
E-mail: contact@iotechworld.com; Phone: 0124-4824950

Or such other addresses as either party shall have notified the other party. Any such notice, royalty, or payment shall be deemed to have been given or made on the date such letter was registered or delivered for transmission to the sender's facsimile operator, but any assumption of actual notice or payment shall be subject to rebuttal to show that it has not actually been received.

8.2 This MoU shall not be assignable or transferable by any of the Party without the written consent of the other Parties.



9. ARBITRATION

If any controversy, question, dispute or difference (hereinafter referred to as 'Dispute') between the Parties hereto arises under this MoU, any Party may give the other party a written notice of Dispute adequately identifying and providing details of the dispute amicably between them through Mediation and Reconciliation in good faith within 30 days of the receipt of the notice of Dispute by the other Party.

If the Dispute is not resolved by such good faith negotiations with the period mentioned, the dispute shall be referred to an Arbitrator/ Tribunal by mutual consent of the parties and such proceedings shall be governed by the Indian Arbitration and Conciliation Act 1996 and as amended from time to time. The Award of Arbitrator shall be final and binding on all the parties, hereto. Neither the obligation of each party hereto the performance of contract nor the execution of work shall stop during arbitration proceedings or as a result thereof.

10. GOVERNING LAW AND JURISDICTION

This MoU is governed by and must be construed in accordance with the laws of India without reference to its conflict of law provisions. The Parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts in Pune, India.

11. ASSIGNMENT OF THE MOU

The rights and/or liabilities arising to any party to this MoU shall not be assigned except with the written consent of the other party and subject to such terms and conditions as may be mutually agreed upon.

12. SEVERABILITY

If any part of this MoU is declared or held invalid by a court for any reason, the invalidity of that part will not affect the validity of the remainder which will continue in full force and effect and be construed as if the MoU had been executed without the invalid portion.

13. MODIFICATION

No amendment or modification to this MoU shall be valid or binding upon the Parties, unless agreed upon by all the Parties, made in writing, and signed on behalf of each of the Parties by their duly and legally authorized signatories.

14. INDEPENDENT PARTIES

Each Party hereby agrees that this MOU shall not in any way constitute or be presumed to constitute a partnership, joint venture, or joint enterprise in any way or for any purpose between the Parties hereto or make them in any way liable as partners of or as agents for one another. No Party has the authority to act for or to assume any obligation or responsibility on behalf of the other Party.



15. ANTI BRIBERY LAWS

All the Parties acknowledge and agree that is familiar with and will abide by the anti-bribery laws which are in place including Conventions which may be applicable and will always take similar actions with its supply base to ensure compliance with anti-bribery laws.

16. COMPLETE MOU

This MoU represents the final terms and conditions agreed upon by all the parties. All the previous proposals/written documents relating to this MoU will be deemed null and void.

IN WITNESS WHEREOF, the parties hereto have signed this MoU in two sets of originals.

IN WITNESS WHEREOF, the parties to this MoU, intending to be legally bound, have duly executed this MoU to become effective as of the date first written above.

SIGNED BY For and on behalf of Jawaharlal Nehru Technological University Kakinada <i>[Signature]</i> Prof. L. Sumalatha 8/6/23 Registrar, JNTUK Kakinada REGISTRAR	SIGNED BY For and on behalf of Falcon Info Solutions Pvt Ltd <i>[Signature]</i> Mr. Amit Malik CEO, Falcon Info Solutions Pvt Ltd, Kota	SIGNED BY For and on behalf of IOTECHWORLD Avigation Private Limited <i>[Signature]</i> for Mr. Deepak Bharadwaj Managing Director IOTECH, Gurugram
Seal: J.N.T. University Kakinada Kakinada-533003 	Seal: 	Seal: 
Witnesses (Name and Address)		
1. 	1.	1.
2.	2.	2.