

Phone No :
Sold To/Issued To:
Sai venkat Kishan
For Whom/ID Proof:
H-botsRoboticsPvtLtd

SMY P. VIJAYA LAKSHMI
SYL NO 15-20 (03/2001)
PLOT NO 67 APHC COLONY
IDA JEEDOMETTA
MEDICAL, MALKAJGIRI
500055
TELANGANA
भारतीय गैर न्यायिक



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Agreement
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AGREEMENT-CUM-MEMORANDUM OF UNDERSTANDING

This agreement made and entered into this 1st day of July Month in the year of Two Thousand and Twenty Two between the **M/s. H-Bots Robotics Private Limited** having its office at SF2, 2nd Floor, Empire Square, Jubilee Hills, Hyderabad – 500033. (Hereinafter called 'HLABS, which expression shall, unless the context does not admit, include its successors and assigns), represented by the Managing Director Mr. Sai Venkat Kishan Payyaula on the one part.

AND

Marri Laxman Reddy Institute of Technology and Management, Hyderabad, having its office at Dundigal, Hyderabad, Telangana – 500043. (Herein after called 'Institution, which expression shall, unless the context does not admit, include its successors and assigns), represented by the Principal Dr. K. Venkateswara Reddy on the second part.

WHEREAS, **H Labs**, an all-encompassing Robotics Research platform designed to support students & educational institutions in robotics research program.

WHEREAS, **Marri Laxman Reddy Institute of Technology and Management, Dundigal, Hyderabad, Telangana – 500043.**

WHEREAS, Institution desire to impart students with certain research work through Robotics Lab and are willing to have certain employees directly collaborate through HLabs and provide Institution with access to physical lab, training program, research program, digital platform, proprietary research data, research materials, blogs and FAQ's from the digital platform.

WHEREAS, the performance of this Robotics lab is consistent with the instructional, scholarship and research objectives of Institution and will make the students Industry ready with the initiative.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained,

HLabs and Institution agree as follows:

1. DEFINITIONS

P. Sai Venkat Kishan

Dr. K. Venkateswara Reddy

As used in this Agreement, capitalized terms have the meanings given them below or else wherein this Agreement:

- 1.1. Digital Platform means website and the web application provided by the HLabs.
- 1.2. HLabs means the program set forth in Exhibit A.
- 1.1.1. HLabs Invention will mean any invention, discovery, work of authorship, software, information or data, patentable or unpatentable that is conceived, discovered and reduced to practice in performance of the Program.
- 1.4. Confidential Information means HLabs owned confidential, scientific, business or financial data or information which will be clearly marked as such in writing provided that such information:
 - 1.4.1. Is not publicly known or available from other sources who are not under a confidentiality obligation to the source of the information;
 - 1.4.2. has not been made available by its owners to others without a confidentiality obligation;
 - 1.4.3. is not already known by or available to the receiving party without a confidentiality obligation;
 - 1.4.4. is not independently developed by the receiving party;
 - 1.4.5. does not relate to potential hazards or cautionary warnings associated with the performance of the Program of the Agreement or is not required to be disclosed under operation of law.

2. HLABS - ROBOTICS

- 2.1. Program Efforts. Provided HLabs performs all its obligations under this agreement, MLRITM will use its reasonable efforts to conduct those activities for which it is responsible under the Program Exhibit-A.
- 2.2. **Institution Principal Investigator.** The conduct of Institution's activities under the Program will be under the direction of ("Dr.K.Venkateswara Reddy").
- 2.3. **HLabs's Principal Investigator.** The conduct of HLabs's activities under the Program will be under the direction of Mallesh Tallapally.
- 2.4. Use of Digital Platform. Any data from digital platform of one party transferred to the other in connection with the HLabs may only be used as stated in the Program set out in the **Exhibit-A**. Unless the parties agree otherwise, Data from the Digital Platform are to be considered the "Confidential Information" of the party providing them.



the **Exhibit-A**. Unless the parties agree otherwise, Data from the Digital Platform are to be

considered the "Confidential Information" of the party providing them.

2.5. Reporting. The parties will generally keep one another informed of the results of the work

performed in connection with the Program, principally through the irrelative Principal

Investigators. In addition, the parties' respective Principal Investigators will meet and

provide reports as stated in the **Exhibit-A**.

2.6. Changes to the Program. During the course of the Program, either or both of the Principal

Investigators may find it advantageous to modify the Program. Any modifications will be

documented and formalized in a written amendment to this Agreement and any such amendment will become effective only if signed by an authorized representative of both

parties to this Agreement.

2.7. Institution Purposes; Use of Facilities; No Guarantee of Results. HLabs acknowledges that the primary mission of Institution is education and the advancement of knowledge: and, consequently, the Program will be performed in a manner best suited to carry out that mission. Specifically, Institution's Principal Investigator will determine the manner of performance of Institution's part in the Program and HLabs does not represent or warrant that the Program will be successful in any way or that any specific results will be obtained.

2.8. Similar Research. Nothing in this Agreement will be construed to limit the freedom Institution or HLabs and its researchers who are participants under this Agreement, from engaging in similar research made under other grants, contracts, or research agreements with other parties. 2.9. Expenses: All the expenses relating to the set up of the HLabs and the programs conducted by the Institution will be on Institution and HLabs is limited to support Institution by providing physical & virtual training, consulting & digital platform and implementing the programs set out in **Exhibit-A**.

3. COMMERCIALS

INR 5,00,000/- (FY 2022-2023)

- GST & other taxes & levies will be extra if any as per the local statutory and taxation laws applicable at the time of invoicing.

Payment Terms:



HLabs shall invoice Institution with 50% after the lab establishment or within 15days from the MOU which ever comes earlier and the next 50% in October 2022. Institution shall pay invoices without setoff or deductions, within seven (y) days from the date of invoice. Any disputes or discrepancy in the Invoices shall be communicated to HLabs three (3) days from the date of invoice, failing which the Invoices shall be deemed accepted by the Institution. Invoices that are unpaid after seven(7) days shall be deemed overdue. Any amount payable by Institution under this proposal which remains unpaid after the due date shall be subject to late fees of 1.5% of the amount due per month from the due date until MLRITM pays the amount due.

4. CONFIDENTIAL INFORMATION

4.1. Either party's acceptance and use of any confidential information supplied by the other party in the course of the Program will be subject to the following:

4.1.1. To be considered Confidential Information, all written information (including Research Materials) must be marked or designated in writing as CONFIDENTIAL by the party providing the information, and oral communications must be reduced to writing within thirty

(30) days of the initial communication of the information and such writing must be marked or designated in writing as CONFIDENTIAL and provided to the other party's Principal

Investigator.

4.1.2. The Principal Investigator(s) will use reasonable efforts to limit the exchange of Confidential Information.

4.1.3. Where the Principal Investigator(s) does accept such information as confidential, s/he agrees to use the same degree of care to prevent the unauthorized use, dissemination, or publication of the Confidential Information, without the express written permission of the providing party.

4.1.4. The Principal Investigator's (s') obligation to hold Confidential Information in confidence expires One (1) year after the termination or expiration of this Agreement.

5. PUBLICITY

Parties may identify the other in any products, publicity, promotion, promotional advertising, or other promotional materials to be disseminated to the public, or use any trademark, service mark, trade name, logo, or symbol that is representative of a party or its entities, whether registered or not, or use the name, title, likeness, or statement of the other party's faculty member, employee, or student. Any use of a party's name shall be limited to statements of fact and shall not imply endorsement of products or services.

6. PUBLICATION

6.1. The basic objective of research activities at Institution is the generation of new knowledge and its expeditious dissemination for the public's benefit. HLabs will provide all reasonable cooperation with Institution in meeting this objective.



misconduct. HLabs shall promptly notify Institution of any such Claim and shall cooperate with Institution and its insurance carrier in the defense of the Claim.

8.3 HLabs hereby waives any Claim against Institution, and agrees to indemnify, defend, and hold harmless Institution, and their trustees, directors, employees, agents or students from any Claim arising out of or connected with this Agreement or the work done under this Agreement except to the extent such Claim is due to their negligence or willful misconduct. Institution shall promptly notify HLabs of any such Claim and shall cooperate with HLabs and its insurance carrier in the defense of the Claim.

8.4 Institution and HLabs agree that the Research under this Agreement is limited to Agriculture and in vitro use and that no human subjects will be used.

9. Representations, warranties, liability limits

9.1. No warranties. Hlabs acknowledges and agrees that mlrit is an academic institution and that the hlabs, other initiatives as per exhibit-a is of an experimental nature.as a result, any results of the program and any research materials are provided as is and with all faults. Hlabs makes no warranties, express or implied, as to any matter whatsoever, including, without limitation, the results of the program, whether any results will obtain, any reseach materials or any invention, process or product, whether tangible or intangible, conceived, discovered, developed or reduced to practice under this agreement; or the ownership, non infringement, merchant ability, or fitness for a particular purpose of the research, any research materials or any such invention or product.

9.2. No damages. Hlabs shall not be liable for any direct, consequential, or other damages suffered by mlrit, any licensee, or any others including, but not limited to, damages arising from loss of data or delay or termination of the program, or from the use of the results of the program,the use of any research materials or any such invention or product. Hlabs acknowledges and agrees that this exclusion and limitation is reasonable considering the experimental nature of the program and the nature and terms of the parties' relationship.

10. TERM AND TERMINATION

10.1. Term. This Agreement will remain in effect for three (3) years from the date first written above unless terminated sooner or extended in writing signed by the parties in accordance with this Agreement

10.2. Termination. Either party may terminate this Agreement upon sixty (60) days written notice.

10.3. Survival. The provisions of Articles 4, 5, 6, 7, 8, 9 and 10 will survive any expiration or termination of this Agreement.

11. GENERAL

11.1. Binding Effect; Assignment. Neither party may assign or delegate its rights or obligations under this Agreement without the express written consent of the other party.



11.2. Entire MOU. This MOU constitutes the entire agreement between the parties relating to the HLABSs and Programs set out in Exhibit-A, and any all prior or contemporaneous negotiations, representations, agreements and understandings are superseded hereby. No amendment or change to this Agreement may be made except by means of a written document signed by duly authorized representatives of the parties.

11.3. Notices. Any notice or communication required or permitted to be given hereunder will be in writing and, except as otherwise expressly provided in this agreement, will be deemed given and effective (i) when delivered personally or by fax or (ii) when received if sent by email, overnight courier, or mail:

**To Marri Laxman Reddy Institute of Technology and Management:
Dundigal, Hyderabad, Telangana – 500043.**

To HLabs:

SF2, 2nd Floor,
Empire Square, Road No: 36
Jubilee Hills, Hyderabad-500033

11.4. Applicable Law. This Agreement will be construed and enforced in accordance with the laws of the State Telangana, India, without regard to any choice or conflict of laws, rule or principle that would result in the application of the laws of any other jurisdiction.

11.5. Headings. Headings included herein are for convenience only and will not be used to construe this Agreement.

11.6. Relationship of Parties. For the purposes of this MOU and all services to be provided hereunder, each party will be, and will be deemed to be, an independent contractor and not an agent or employee of the other party. Neither party will have authority to make any statements, representations or commitments of any kind, or to take any action that is binding on the other parties, except as explicitly provided for herein or authorized in writing.

11.7. Severability. If any provision of this Agreement will be found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

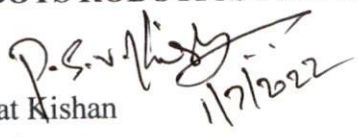
11.8. Force Majeure. Neither party will be liable for any failure to perform as required by this MOU, if the failure to perform is caused by circumstances reasonably beyond such party's control, such as labor disturbances or labor disputes of any kind, accidents, failure of and governmental approval required for full performance, civil disorders or commotions, acts of aggression, acts of God, energy or other conservation measures,



explosions, failure of utilities, mechanical breakdowns, material shortages, disease, virus, thefts, or other such occurrences.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

For the **H-BOTS ROBOTICS PRIVATE LIMITED**


P Sai Venkat Kishan
Managing Director

For the **Marri Laxman Reddy Institute of Technology and Management**


Dr. K. Venkateswara Reddy
PRINCIPAL
MARRI LAXMAN REDDY INSTITUTE
OF TECHNOLOGY & MANAGEMENT
Dundigal, Medchal - Malkajgiri (P:
Hyd-43, Telangana.


Witness 1:



Witness 2:



Witness 3:



Witness 4:

