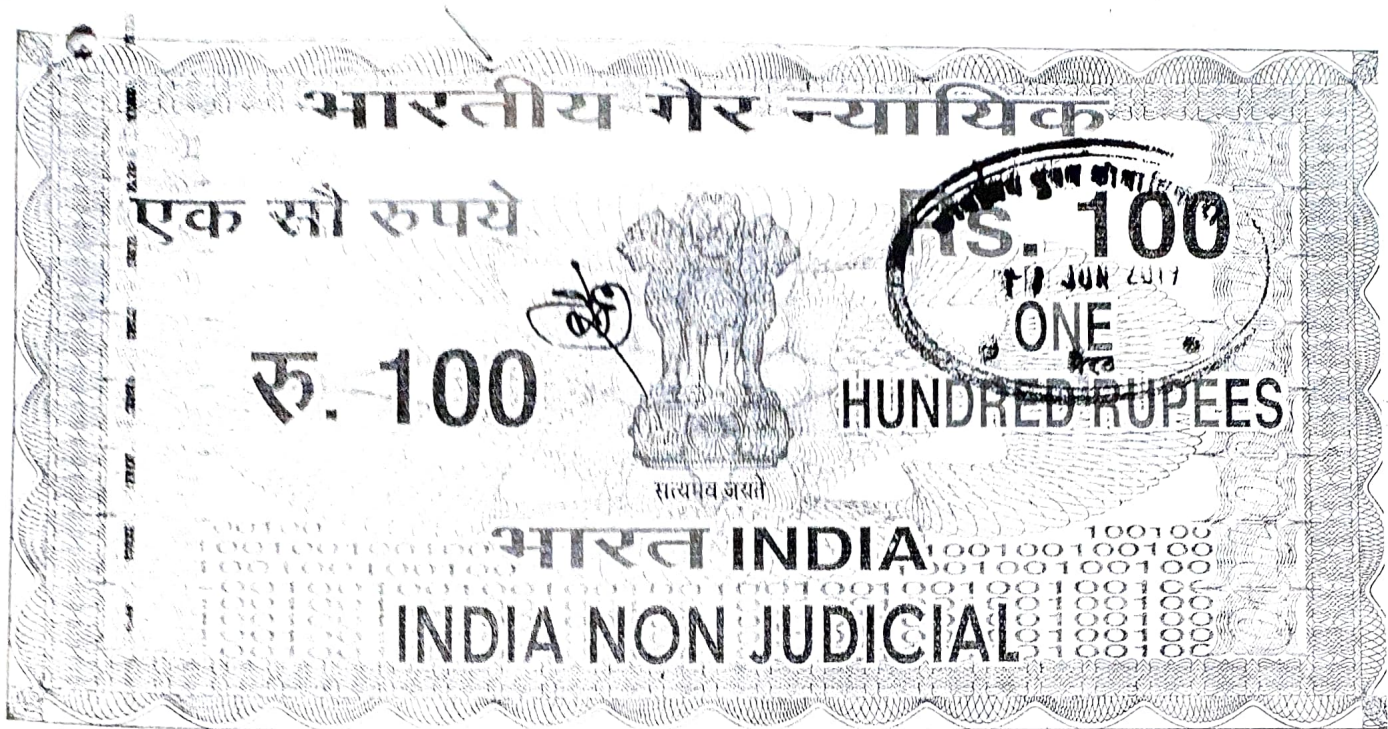


**MOU with YPANX Technologies  
Pvt. Ltd.**



उत्तर प्रदेश UTTAR PRADESH

EV 372450

MEMORANDUM OF UNDERSTANDING

For Setting Up

YPANX Centre of Excellence in 3D Printing at Subharti University

This Memorandum of Understanding (MoU) made and entered into this 5<sup>th</sup> Day of July month in the year 2019.

Between

Ypanx Technologies Private Limited registered at Surya Sarovar, Aligarh and having its corporate office at Plot No. 36, Knowledge Park III, Greater Noida, 201306, India herein referred to as 'first party' or 'YPANX'

And

Swami Vivekanand Subharti University a proprietary/LLC/Partnership/Private Limited firm, having its Subhartipuram, NH-58 Delhi-Haridwar Bypass Road office at Meerut, and represented by Dr. N.K. Ahuja, hereinafter referred to as the 'Associate Partner' or the "INSTITUTION" which expression unless repugnant to the context or meaning thereof be deemed to include, legal representative, executors, administrators, successors and permitted assigns of the other PART, each a party and collectively referred to as parties.

Ypanx Technologies Private Limited

Director

(Dr. N. K. AHUJA)

Vice Chancellor

Swami Vivekanand Subharti University  
MEERUT

Both parties as above have expressed a desire of entering in to an Associate Partner agreement to meet their respective objectives, which are set out here in below,

### Objectives

1. Design, develop and deliver programmes ensuring required quality in Additive Manufacturing(AM)/ 3D Printing domain which in turn will lead to professional courses as per the industry requirements and making aspirants employable.
2. The YPANX at its own expense shall install three 3D Printers in the Centre of Excellence initially as discussed.
3. Providing Trainer(s) for rendering such short term course to all the interested students and such people as the parties to contract may deem fit and whereas the remuneration for such trainer(s) shall be borne by the first party to the contract.
4. Enhancing skills of students through courses under Centre of Excellence.

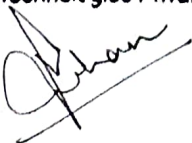
### Role of the INSTITUTION

1. The INSTITUTION shall provide the available infrastructure and basic amenities such as electricity, water, table, chairs, projector, etc suitable and ready for delivering the training courses and other activities in conjunction with the YPANX
2. The INSTITUTION shall provide workable space/room with basic amenities for the staff of YPANX
3. The INSTITUTION shall help to develop market through its existing established network and would support in marketing exercise
4. The INSTITUTION shall nominate a coordinator as a point of contact (POC) for YPANX for proper operation of MoU.
5. The INSTITUTION shall treat YPANX as a training partner for joint activities for mutual benefits.
6. The INSTITUTION shall maintain the machines installed in the Centre of Excellence in the absence of the trainer provided by YPANX.

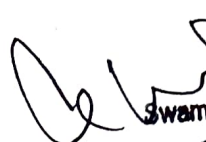
### Role of the YPANX

1. The YPANX shall design, develop and provide required course materials and practical training to the students.
2. The YPANX shall market the programmes to make them successful.
3. The quality delivery is the responsibility of the YPANX and the YPANX will send a trainer to provide training to the interested students/aspirants in the short term course under the Centre of Excellence.
4. Provide certification to the students at the end of completion of the course(s) running under the Centre of Excellence.
5. Machines installed by YPANX are a property of YPANX unless bought by the INSTITUTION.

Ypanx Technologies Private Limited



Director



(Dr. N. K. AHUJA)  
Vice Chancellor  
Swami Vivekanand Subharti University  
MEERUT

## Joint Responsibilities

1. Marketing and mobilization of the students shall be carried out jointly as per mutual agreed terms
2. Promotion for the programme(s) undertaken shall be advertised/propagated through respective websites of the parties.

## Duration and Termination of Agreement

1. MOU shall be effective from the date of signing and shall remain in force for a period of one year. It shall automatically be renewed for next two years until & unless discontinued by either party.
2. The YPANX has the right to terminate the agreement for non-performance of the Centre of Excellence based on half yearly detailed review.
3. In case the INSTITUTION intends to terminate the contract, it shall communicate YPANX three months in advance and in addition it shall meet all its obligations for the running or announced batches.

## Confidentiality

The INSTITUTION agrees and confirms that all Intellectual Training Material shall at all time vest in and remain with and belong to the YPANX and cannot be used for at least one year from the date of termination/ completion. The INSTITUTION shall not be liable for any suit on account of demands for infringement of copyright etc. by the YPANX which has no nexus with the objective of the MoU.

In witness whereof, the parties hereto have executed this agreement on the day, date, month and year as above written.

## Dispute resolution and Jurisdiction

1. In the event of a dispute between the YPANX and the INSTITUTION arising out of, or relating to this Agreement, its interpretation or performance hereunder, the parties shall exert their best efforts to resolve the dispute amicably through negotiations.
2. Any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the [Indian] Arbitration and Conciliation Act, 1996.
3. The arbitral tribunal shall be composed of three arbitrators, one arbitrator appointed by Ypanx Technologies Private Limited, a second arbitrator appointed by "INSTITUTION" and a third arbitrator to be appointed by such arbitrators.
4. The place of arbitration shall be at Greater Noida and any award whether interim or final, shall be made, and shall be deemed for all purposes between the Parties to be made in GREATER NOIDA

Ypanx Technologies Private Limited

Director

(Dr. N. K. AHUJA)  
Vice Chancellor  
Swami Vivekanand Subharti University  
MEERUT

## General Provisions

1. Both the Parties have full power and authority to enter into this MoU and take any action execute any documents required by the terms hereof; and that this MoU,
2. entered into has been duly and validly executed and delivered, and is a legal, valid, and binding obligation of, enforceable in accordance with the terms hereof; and that the executants of this MoU are duly empowered and authorized to execute this MoU and to perform all its obligations in accordance with the terms herein.
  - (i) This agreement shall not be binding for any other agreement for either party. Parties shall be free and independent to carry on other services and trainings besides that covered under the scope of this agreement.
  - (ii) The YPANX & the INSTITUTION shall perform their duties in strict compliance with all applicable laws in India along with rules and regulations of duly constituted Govt, authorities in India and shall obtain all licenses, restrictions or other approval, if any, required by laws in India in connection with the services to be rendered here under.
  - (iii) The YPANX shall strictly follow the INSTITUTION norms, rules and regulations for conducting the programs and shall maintain the INSTITUTION high standards
  - (iv) All courseware provided by the YPANX is its copy right. Confidentiality of same shall be maintained and the INSTITUTION should ensure it is not replicated.
  - (v) Both parties can use logo, trade name, course modules & other related materials for promotion of the courses to be conducted jointly within the scope of this MoU.
  - (vi) Both parties shall promote the arrangement and courses through respective websites.

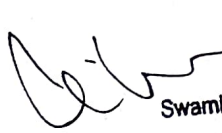
## FINANCIAL ARRANGEMENT

1. Course fee shall be decided in mutual agreement by both the training partners for all the programs to be conducted.
2. Revenue sharing mechanism:  
The YPANX (Ypanx Technologies Private Ltd): 70% The INSTITUTION: 30%
3. The revenue sharing shall be done within 15 days once the payment is realized.

Ypanx Technologies Private Limited



Director

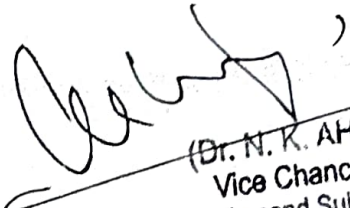


(DR. N. K. AHUJA)  
Vice Chancellor  
Swami Vivekanand Subharti University  
MEERUT

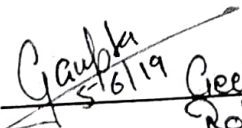
**FOR YPANX  
YPANX TECHNOLOGIES PRIVATE LIMITED**

~~Ypanx Technologies Private Limited~~  
VIBHOOTI  
CHAUHAN  
DIRECTOR Director  
DIN: 07954943  
SIGNATURE DATE:

**FOR the INSTITUTION**

  
(Dr. N. K. AHUJA)  
Vice Chancellor  
Sri Aurobindo Subharti University  
SIGNATURE DATE

**WITNESSES**

1.  5/6/19 Geetansh Gupta  
Robotic Technology.

2. \_\_\_\_\_

1.   
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2. \_\_\_\_\_