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First Party	:	Prof Aditi Bhadra
Second Party	:	NA
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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter called as the 'MOU') is made on the 2nd ..... Day of October..., 2026 at Nirjuli, Arunachal Pradesh.

BETWEEN

North Eastern Regional Institute of Science and Technology (hereinafter referred to as 'NERIST'), Deemed-to-be-University u/s 3 of the UGC Act, 1956 under the Ministry of Education, Govt. of India, having its registered office at Nirjuli, Arunachal Pradesh. (Which term shall, unless repugnant to the context be deemed to include its heirs, executors, administrators and assigns) of the Second Part, hereinafter referred to as **NERIST or First Party.**

02/10/26

For EXODRONE SYSTEMS PRIVATE LIMITED

Authorised Signatory

NERIST NIRJULI ARUNACHAL PRADESH

Statutory Alert:
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2. The onus of checking the legitimacy is on the users of the certificate.
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AND

Exodrone Systems Private Limited, Hyderabad, India, a private limited company incorporated under the Companies Act, 2013, having its registered office at 5th Floor, CV Complex Hasthinapuram, Hyderabad-500079 represented by its Director, Mr. Siddhartha Varma Barabari (which term shall, unless repugnant to the context mean and deemed to include its successors-in-interest and permitted assignees) of the First Part, Called hereinafter as **Exodrone** or The **Second Party**.

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

a) **First Party** North Eastern Regional Institute of Science and Technology (or NERIST) is a science and technology oriented higher education institute in Nirjuli, Itanagar, in the Indian state of Arunachal Pradesh. Established in 1984, it is a deemed-to-be-university, autonomous, fully funded and controlled by the Ministry of Education, Government of India (formally MHRD). The institute is managed by a Board of Management, comprising representatives of the Ministry of Education, the eight beneficiary states of the North Eastern region, AICTE and educationists. The state governor of Arunachal Pradesh is the de facto head of the highest body, NERIST Society, which consists of education ministers of all North Eastern States. The Board of Management is headed by the Chairman. The under graduate programmes of Engineering are accredited by the National Board of Accreditation (NBA).

b) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

c) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.

d) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

e) Exodrone Systems Private Limited, Hyderabad, India, the Second Party, is incorporated under the Companies Act, 2013, with its registered office at 5th Floor, CV Complex Hasthinapuram, Hyderabad-500079. The Company is engaged in the field of empower innovation through precision engineering and intelligent design, to support research, development, testing and deployment of advanced unmanned aerial systems. Related information on its branches, operations, and business activities shall be provided as required for the purpose of this MoU.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

CLAUSE 1: CO-OPERATION

1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and cooperation to promote and advance their respective operations. The Parties shall keep each other informed of potential opportunities and shall share relevant information to secure additional benefits for one another.

1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.

1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

02/10/26

NERIST : NIRJULI ARUNACHAL PRADESH

For EXODRONE SYSTEMS PRIVATE LIMITED

Authorised Signatory

CLAUSE 2: SCOPE OF THE MoU

The cooperation between the First Party and the Second Party shall focus on, but not be limited to, the following areas:

2.1 The budding graduates from the University could play a key role in technological up- gradation, startups, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.

2.2 **Entrepreneurship & Employment Opportunities**: The Second Party will promote entrepreneurship development programs for students of the First Party and extend support in identifying suitable career opportunities in allied industries, thereby preparing them for professional engagement.

2.3 **Internship & Industrial Exposure**: The Second Party shall provide internships and industrial training for Ph.D., PG, and UG students, offering exposure in development, testing and deployment of advanced unmanned aerial systems to help bridge the gap between academics and industry.

2.4 **Resource Sharing**: The Parties agree to share facilities such as seminar halls, conference venues, and laboratories, with faculty members and industry experts serving as resource persons for collaborative academic and professional programs.

2.5 **Capacity Building**: The Parties shall jointly organize workshops, seminars, training programs, and short-term courses, along with faculty and student exchanges, to strengthen academic enrichment and professional capacity.

2.6 **Research and Development**: Both Parties will encourage joint research, fieldwork, and innovation in sustainable agriculture and allied sectors, with provisions for collaborative publications acknowledging the contributions of each Party.

2.7 **Skill Development Programs**: The Second Party will conduct skill development initiatives in advanced unmanned aerial systems to enhance employability and industry readiness of students and faculty.

2.8 **Community Outreach & Sustainability**: The Parties shall collaborate to promote AI smart sustainable and climate-resilient farming practices through training, awareness, and technology transfer to farmers, rural communities, and SHGs.

2.9 **Placement of Trained Students**: The Second Party will support the placement of trained students of the First Party by facilitating internships, projects, and employment opportunities in its industry network.

2.10 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein

2.11 There is no financial commitment on the part of the **NERIST**, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, both parties shall mutually decide on financial responsibilities for specific projects, programs, and activities undertaken under this MoU.

CLAUSE 3: INTELLECTUAL PROPERTY

3.1 Nothing contained in this MoU shall, by express grant, implication, estoppel, or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party. Any jointly developed intellectual property shall be governed by a separate agreement, mutually decided by the Parties.

CLAUSE 4: VALIDITY

4.1 This Agreement will remain valid for a period of five (5) years from the date of signing unless terminated earlier by either Party as per Clause 7. Renewal or extension may be made upon mutual written consent.

02/10/24

NERIST : NIRJULI ARUNACHAL PRADESH

For EXODRONE SYSTEMS PRIVATE LIMITED

Authorised Signatory

CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

CLAUSE 6: TERMINATION

6.1 Either Party may terminate this MoU by giving ninety (90) calendar days' prior written notice to the other Party. Upon termination, the Parties shall ensure the discharge of any outstanding obligations already undertaken.

CLAUSE 7: DISPUTE RESOLUTION

7.1 Any divergence or difference derived from the interpretation or application of this MoU shall be resolved by mutual discussion between the Parties. If unresolved, disputes shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996. The place of arbitration shall be at the District Headquarters of the First Party. This MoU shall be governed by Indian law, with exclusive jurisdiction vested in the courts at Guwahati.

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 WHEREOF, 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)

02/10/26

(Prof. S. Gao)

Registrar
North Eastern Regional Institute of Science and Technology,
Nirjuli (Itanagar) – 791109
Arunachal Pradesh
Tel no. 0360 2257446
Date....02.10.2026

(Signature with seal)

NERIST : NIRJULI ★ ARUNACHAL PRADESH

Witness 1: 02/10/26
(Prof. M.B. Sharma)

Witness 2: 02/10/26
(Prof. A. Bhadra)

(Name and Address of the Second Party)

Varma

(Mr. Siddhartha Varma Barabari)
Director
Exodrone Systems Private Limited,
Hyderabad, India

Tel no. 9866672529
Date....02-10-2026

For EXODRONE SYSTEMS PRIVATE LIMITED

(Signature with seal)

Varma
Authorised Signatory

Witness 1: 02/10/26

Witness 2: .....