

Memorandum of Understanding (MoU)

between

Maker Bhavan Foundation (hereafter referred to as the "MBF"), incorporated in the USA and operated exclusively as a charitable organization for enabling Science Technology Engineering and Math (STEM) education and research in India, exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code as authorized under Revenue Code Section 170 (b) (1) (A).

And

Teerthanker Mahaveer University (TMU), a premiere University established by an Act No. (30) of 2008 of Government of Uttar Pradesh, approved by the University Grant Commission(UGC) in 2008, vide letter No. F 9-31/2008 (CPP-1) dated October 2008. As a multidisciplinary University, we offer career-oriented programmes at all levels, i.e. UG, PG and Doctoral degrees across diverse streams at Delhi Road Moradabad, Uttar Pradesh, represented herein by its Dean Academics, Prof. (Dr.) Manjula Jain, herein referred to as "TMU Moradabad".

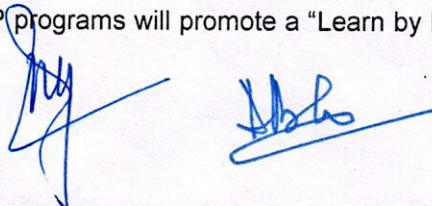
This memorandum of understanding (hereinafter referred to as "MOU") is signed as on **03-03-2025** between the **MBF** and **TMU** for the setting up of a Tinkerers' lab (hereinafter referred to as TL) for the purpose of this document.

PROJECT SUMMARY

Project Name	:	Tinkerers' Laboratory (TL)
Date of Signing	:	03-03-2025
Project Overall Cost	:	INR 38 Lakhs.
Project Period Start	:	03-03-2025
Project Period End	:	02-03-2030
MOU Duration	:	5 years.
Location	:	Teerthanker Mahaveer University Moradabad
TMU Project Lead	:	Prof.(Dr.) R.K. Dwivedi, Dean-FOE
MBF SPOC	:	Mr. Sandeep Natekar. Sr. Program Manager.

1. PURPOSE:

MBF intends to make a joint offering to (1) donate equipment as an in-kind donation towards the establishment of a TL at **TMU**, which will provide an avenue for students to experiment and learn in hands-on mode. (2) To enable a series of workshops, courses, boot-camp and teacher training programs conducted by LEAP (Learning Engineering by Activity through Projects) Program of the IIT Madras Incubation Cell (IITM IC). The TL facility along with the LEAP programs will promote a "Learn by Doing" and hands-on technical



skills that will improve student-learning outcomes and help the students in acquiring industry-relevant skills and abilities.

The specific details of setting up of the Lab are outlined in the proposal prepared by **TMU** in consultation with **MBF** as Annexures. This grant agreement (with annexures) will be binding upon **TMU**, its successors and assignee and **MBF** and its successors and assignees.

1. **PROJECT RESPONSIBILITY:**

1.1: Responsibility of TMU

No	Item	Details
1	Project Implementation Scope	As per the full scope of the proposal submitted by way of Annexures
2	Space and Infrastructure	as per Annexure 1
3	Lab Champion and Human Resources	The appointment of the right human resources is critical to the success of the TL. TMU will appoint a full-time Lab Champion (manager cum technician) for the oversight, management and day to day upkeep and maintenance of the TL. TMU will also consider the expert recommendations and opinions of the MBF (if any) while changing/making new appointments. All other human resources, their roles and responsibilities as per Annexure 1.
4	Lab Access	24 x 7 access to inter-disciplinary students. Ref Annexure 1.
5	Operating Expenses (OPEX)	AMC, Salaries of technicians, overheads and cost of consumables.
6	Safety and Security	TMU will take full care and responsibility regarding the safety, security, maintenance and regular upkeep of the donated items and ensure the same are in working condition and available for students' use at all times. TMU will also ensure the donated items are utilized only for the purpose indicated in this MOU.
7	Data Reporting	TMU will facilitate free and open interaction of the MBF with the TL student committee to gather information, statistical usage data, quarterly narrative progress reports (QNR), project photographs/videos, success stories, and a comprehensive annual review report (ANR) on the progress of the Lab in the prescribed formats as per the existing norms of MBF . The MBF will be informed of any changes in the TL infrastructure and human resources at any time and MBF . The TMU will ensure cooperation of the TL human resources in utilizing the MBF developed MIS platform for efficient data collection and reporting. Details under point # 4 of MBF responsibilities.
8	Media Credits	Any report or communication, whether online or offline related to TL or any of the Lab's digital media assets including their social media accounts and website will also duly credit MBF .

9	Sustainability Plan	The TMU will prepare and present (by the end of year 4) a sustainability plan to sustain and support the programs and activities of the lab, beyond the period of financial support promised by the MBF in this MoU, including the servicing and maintenance of the machines and equipment in the lab, the salaries of the lab technicians, personnel or managers hired for the daily operation of the lab activities and procurement of consumables and inventory.
10	MBF Indemnity	TMU agrees to indemnify the MBF from any loss, injury or damages caused to any person or property due to the donated equipment, machinery, tools or technology. TMU also agrees to scrap/dispose off the equipment following the completion of the equipment life in accordance with the prevalent e-waste disposal laws of the local/state/national governing bodies and will not hold MBF liable to do so in any way. MBF will be informed in writing prior to doing so giving full details of equipment being disposed off and the reason for doing so.

2. Responsibility of MBF

No	Item	Details
1	Donation (CAPEX)	MBF will donate towards the CAPEX in the form of Equipment worth INR 30 Lakhs (including GST) only. This donation will be in the form of equipment worth two tranches of INR 15 Lakhs (including GST) each. The first tranche will be utilized on the date of endorsement of this MOU while the second tranche will be utilizable after eighteen (18) months from this date
2	Donation (non-CAPEX)	MBF will also provide an initial funding for the LEAP Programs incubated at the IIT Madras Incubation Cell (IITM IC). This will be for a maximum of INR 4 Lakhs to be utilized within 24 months from the date of signing of this MOU. MBF will also provide financial support for a maximum of INR 2 Lakhs , on a matching basis by the TMU, per year towards consumables. This support will be available for a maximum of two (2) years from the second year following the date of signing of this MOU.
3	Program Oversight and Strategic Support.	MBF will interface with the TMU for program implementation to ensure successful implementation of the project within the agreed timelines and deliverables. MBF will interact with the student management team and the PIC whenever required for this purpose. MBF will monitor the performance and outcomes of the project by way of periodic reviews (quarterly, annual etc) to assess project goals and suggest areas and methods of improvement. MBF will also visit the TMU for this purpose as and when required.
4	Makerspace Information System (MIS)	MBF will provide access to the TL PICs, student management and users to the MIS platform (developed by the MBF) to enable automated data collection of TL usage in terms of Projects, Events, equipment and machine utilization and TL foot-fall. This will facilitate efficient monitoring of the TL utilization and activities.
5	Networking	MBF will provide TMU TL users and human resources access to the MBF's TL network and resources for mentoring and collaboration purposes.

3. TIME FRAME:

The agreed upon period for this project is from the date of the signing of the MoU to **03-03-2025** for a period of **five (5)** years.



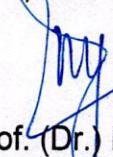
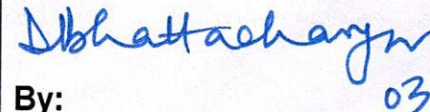

4. GOVERNING LAWS AND JURISDICTION:

- 4.1. The parties resolve to settle any disputes related to the project amicably through mutual discussion. For any disputes, the laws of the State of Uttar Pradesh shall govern the construction, interpretation, or enforcement of this Agreement.
- 4.2. This Agreement along with the Annexure contains the entire understanding of the parties for the subject matter of the Agreement. This Agreement also supersedes all other agreements and understandings, both oral and written, between the parties relating to the subject matter of this Agreement.
- 4.3. If any part of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 4.4. This agreement may be made in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute the same instrument.
- 4.5. All assets and IP generated from the proposed TL shall be the sole property of **TMU**; **MBF** shall have no claim on the assets and IP thus generated from the TL.
- 4.6. **TMU** will not sell, donate, dispose, discard, destroy, relocate, replace or exchange the donated equipment, machinery, tools and technology without the explicit written consent of the **MBF**.

5 MoU Extension, Modification and Termination: This MoU may be modified by explicit written mutual consent of authorized officials of **TMU** and the **MBF**. This MoU shall become effective upon signature by the authorized officials from **TMU** and the **MBF** and will remain in effect until modified or terminated by any one of the partners by explicit written mutual consent. In the absence of explicit written mutual agreement by the authorized officials, this MoU shall stand terminated on **02-03-2030**. This MoU can be terminated by explicit written mutual consent with a 30 days notice period.

If the terms and conditions are acceptable to both parties, proceed to sign below to imply acceptance.

IN WITNESS WHEREOF, the Parties to this MoU have set below their respective hands on the date mentioned herein above.

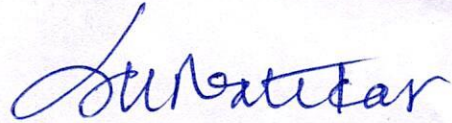
<p>SIGNED, & DELIVERED</p>  <p>03/03/2025</p> <p>By: Prof. (Dr.) Manjula Jain For and on behalf of TMU</p> <p>Designation: Dean Academics</p>	<p>SIGNED, & DELIVERED</p>  <p>03/03/2025</p> <p>By: For and on behalf of MBF</p> <p>Designation: Chief Executive Officer Maker Bhavan Foundation 1228 Harker Avenue, Palo Alto, CA 94301, USA</p>
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Witness-1

Name: Prof.(Dr.) R.K. Dwivedi

Designation: Dean -FOE



Witness-2

Name: Mr. Sandeep Natekar

Designation: Sr. Program Manager Tinkerers Lab
(MBF)