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| Agreement |
| Sponsoring for Robotics Cup 2019 |
|  |

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**AGREEMENT AMONG:**

1. EXOTEC Solutions SAS,

French “Société par Actions Simplifiées” with a capital of 126.906 €, whose head office is located at 251, rue Jean Monnet, 59170 Croix , France, registered 812 878 742 R.C.S. Lille Métropole,

Duly represented by M. Romain Moulin, acting as « Président »

Herein referred as **“Exotec”**

**AND**

1. Binet X-Robots Kès des élèves,

French « Association loi 1901», number W913000817, located at École polytechnique, Route de Saclay, 91128 Palaiseau Cedex

Duly represented by M. Lucas Lioret, acting as « Trésorier »

Herein referred as **“Team”**

**Exotec**, **Team** are hereinafter referred to collectively as the “**Parties**” and individually as a “**Party**”.

**WHEREAS:**

1. **Exotec** is engaged in the business of manufacturing and implementing robotic units and mobile robots dedicated to the preparation of retail orders
2. The **Team** is a group of students, considering a participation to the French Robotics Cup in 2019
3. **Exotec** is interested in providing a financial support for the Team, in exchange of visibility that will be provided among the **Team**, the school of the **Team**, and the robotics cup.
4. **Exotec** want to spread an image of quality products, and give high importance to the quality of the work of the **Team**
5. Exotec is ready to support the **Team** at a level of 10k€, conditionally delivered by pre-defined milestones

**Now it is hereby agreed as follows:**

# Definitions

In the **Agreement** (including the recitals), terms beginning with a capital letter and in bold are defined in this section, without prejudice to any other definitions possibly included in the **Agreement**.

**System**: the robot developed for the robotics cup by the **Team**

**Project**: design, manufacturing, development, testing of the **System** and participation to the robotics cup.

**SRS or System Requirement Specifications**: word document, which defines the requirement applicable to the System. A requirement is non-ambiguous, and verifiable by a test.

**TP or Test Plan**: excel document, defining a set of actions and checks. Each check defines the measure to be done and the expected outcome

**TR, or Test Report**: **TP** filled by the tester of the **System**, defining for each check, if the observation is PASS (measure conform to expected outcome) or FAIL. If all checks are PASS then **TR** is said to be PASS, otherwise FAIL

**TDR, or Technical Design Review:** meeting between concerned expert, supported by a document specifying technical details of a problem or conception, and the meeting minutes.

**Deliverable:** documents, products or events validating a milestone.

# obligation of Team

The **Team** shall only display the logo of **Exotec** and the **Team** on the **System**. No other sponsor shall appear on the **System**.

The **Team** shall use for its development, a software version control tool, and a mechanical CAO software.

The **Team** shall deliver a **System** with a design (look and feel) of industrial quality:

1. there shall be no exposed internal wires (sensors and effector wires are not concerned)
2. there shall be no exposed electronic boards
3. there shall be covers

The **Team** shall report, at least once per 2 weeks, the current progress of the **Project** versus the planning.

Upon **Exotec** request, the **Team** shall organize an event in its school that will allow **Exotec** and the **Team** to explain their expertise and products.

# Obligation of Exotec

**Exotec** shall pay **Team** invoices when emitted conform to the predefined milestones

**Exotec** shall make his employees available for proper milestones, documentation, and TDR review

# Milestones

## Milestones definition

Milestones are defined in the following table:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Milestones |  | | % of payment | Target date | Due date |
| P1 | System SRS, Detailed definition of R1, R2, R3, Project plan | 50% | | 7 November 2018 | 7 November 2018 |
| R1 | Release of R1 version | 30% | | 13 February 2019 | 27 February 2019 |
| R2 | Release of R2 version | 20% | | 10 April 2019 | 24 April 2019 |
| R3 | Release of R3 version | 0% | | 15 May 2019 |  |

## P1

P1 correspond to the definition of the System requirement: ”what it should do”

And of the System architecture: “how it will do”

The Deliverable of P1 is:

* TDR “Requirements of System”
* TDR “Architecture of System”
* SRS of R1
* SRS of R2
* TP for R1
* TP for R2
* Project planning
* Project budget
* Team organigram

The deliverable shall be sent to Exotec for review at least 4 days before due date.

Exotec shall deliver its logs within 2 days if there are any.

Deliverables shall be corrected accordingly before due date.

## R1

R1 correspond to a minimal version of the System, able to move with enough accuracy on the table.

R1 shall, at least, include the following elements

1. The robot starts from its starting zone
2. The robot moves to 6 points on the table, different on each test
3. The robot gets back to it starting zone with a +/- 10cm accuracy
4. Test must be successfull 10 times in a row

The deliverable of R1 is:

1. The TR “PASS” of the R1 TP
2. A video of the System during R1 TR

## R2

R2 correspond to a minimal version of the System, able to win points on the robotics cup.

R2 shall, at least, include the following elements:

1. The robot starts from its starting zone
2. An randomly placed object is set on the table, different on each test
3. The robot earns points
4. Test must be successful 10 times in a row

(it corresponds to a robot “homologable” with an obstacle on the table)

The deliverable of R2 is:

1. The TR “PASS” of the R2 TP
2. A video of the System during R2 TR

## R3

Definition of R3 is left to the appreciation of **Team**

It shall be defined at P1

**Team** shall release a video of R3 tests before robotics cup

# Payment

**Team** shall invoice **Exotec** at due time.

Invoices shall be sent in pdf format, by email, at address [compta@exotecsolutions.com](mailto:compta@exotecsolutions.com)

Payment are due within 15 days of invoice date.

# Duration and termination of Agreement

## Duration

The **Agreement** starts at the moment it is signed by both **Parties**.

The **Agreement** stops on the 30st of June 2019

## Termination

Either **Party** may terminate this **Agreement** effective immediately upon written notice if the other **Party** materially breaches the terms of this **Agreement**;

Upon termination, all due payments shall be claimed and payed.

**Team** shall not claim any other payment.

**Exotec** shall not claim any reimbursement.

# Electronic Signature

Both PARTIES agree that Adobe Sign platform, with email and mobile phone authentication and IP address tracking; provide sufficient security for signature and integrity of the electronic version of this document.

**IN WITNESS WHEREOF**, the persons hereafter have signed this agreement as of the day and year first written above, and the person executing this agreement on behalf of each party represents and warrants that this agreement has been authorized by all necessary parties, is validly executed by an authorized officer or agent, and is binding upon and enforceable against the company in accordance with its terms

Signed Electronically

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**Team** **Exotec**