Project Partner Agreement

This Agreement

is made on **17ᵗʰ August** day of **2018** ("Effective Date")

between

A) **ni logic Pvt. Ltd.** (herein referred to as ni2)
located at 201/202, C-2, Saudamini Commercial Complex, Bhusari Colony, Paud Road, Kothrud Depot, Pune-38 (see Exhibit 1)

AND

B) **Engineering Students**(herein referred to as Project Development Partner "PDP") to be located at: Pune, (see Exhibit 1)

To work for

Exhibit 2 (Title of work) : Development of Automotive Cruise Control System using 20Sim software over embedded platform

WHERAS ni2 offers certain business solutions, including the products manufactured and distributed by ni2; and

WHERAS PDP wishes to research and design those solutions under the terms and conditions set forth in this "Agreement"; and

WHERAS PDP shall use its best efforts to research and design solutions for ni2 to market the solutions or use in house for betterment of office use.

WHERAS ni2 would provide sponsorship, consultancy, guide and materials to PDP's; and for which PDP would take care of materials and would be responsible for project completion.

Now therefore, for and in consideration of the mutual covenants and obligations set forth herein; the parties hereto agree to the following terms and conditions (the **"Agreement"**).

1. **Consultancy**
   1.1. PDP is hereby appointed as an sponsored project development partner to research and design solutions described in Exhibit 2;in accordance with the terms and conditions authorized by ni2.
   1.2. ni2 would provide guidance and sponsorship to accomplish the project, but PDP will have to indulge themselves in research and development of project.
   1.3. PDP will have to submit progress reports related to guidance provided.
   1.4. PDP shall understands that its appointment as sponsored project development partner may be subject to exclusive relationships that ni2 may have entered into with other entities.
2. **Research Program**
   2.1. PDPs would have to put themselves into research on project and have to find solution for accomplish of project.
   2.2. PDP would use its college resources to research for project development.
   2.3. ni2 would assist in finding solutions when PDPs are stuck in between.
   2.4. ni2 would provide necessary materials, books, softwares, etc. for research of project.
   2.5. PDP during the tenure of this Agreement shall not market or promote any similar Solutions of any other entity.
3. **Design Program**
   3.1. PDP will have to complete the project with designing and assembly of idea.
   3.2. ni2 would provide materials and will bare expense for any materials purchased during the design program.
   3.3. PDP will have to use the materials for design and development of idea and will not misuse or forward the material for any other entity.

4. Term and Termination

4.1. The term of this Agreement would be for the period of **Ten months** from the date of this Agreement. Any termination shall be initiated by either party giving 15 days prior written notice to the other Party.

4.2. This Agreement may be terminated immediately by written notice from ni2 as a result of the following conditions:

4.2.1. if PDP is declared failures in college,

4.2.2. if PDP not shows interest in project development,

4.2.3. Fails to find solution in give time duration as per Exhibit 3.

4.2.4. For any other reason as per Exhibit 3

4.3. ni2 will not be liable to PDP for any damages, expenditures, loss of materials, goodwill, or prospective profits of any kind or nature arising out of such termination.

5. Expenses

5.1. All expenses incurred by PDP in connection with its efforts for research the project idea for ni2 will be entirely PDP's responsibility and ni2 will not be responsible or liable for such expenses.

5.2. PDP would bare the cost for damages and misuse of material

5.3. ni2 would bare the cost for design and development of project idea and will provide necessary materials for project completion.

6. Confidential Information

6.1. ni2 and PDP acknowledge that in their course of dealings, each Party may acquire highly confidential and proprietary information about the other Party, its business activities and operations and its technical information and trade secrets.

6.2. Each Party shall hold such information in strict confidence and shall not reveal the same except for any information generally available to or known to the public, known prior to the negotiations leading to this Agreement, independently developed outside the scope of this Agreement or lawfully disclosed by a third party.

6.3. The confidential information of each party shall be safeguarded by the other to the same extent that it safeguards its proprietary information relating to its business.

7. Force Majeure

7.1. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting directly or indirectly from acts of God or any causes beyond the reasonable control of the acting party.

8. General

8.1. The waiver, amendment or modification of any right, power or remedy hereunder shall not be effective unless in writing and signed by the party against whom enforcement of such waiver, amendment or modification is sought.

8.2. A waiver of any condition of this Agreement by any party shall not constitute a subsequent waiver of such condition or any other term of this Agreement.

8.3. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

9. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Republic of India. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement, or breach thereof shall be only in the State court with competent jurisdiction located in the State of Maharashtra.

10. Entire Agreement

This Agreement constitutes the entire contract and understanding between the parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the parties.

Exhibit 1

Ni2 declare following student as **Project Development Partner**, under B.E Program

S. No.	Name	Phone No.	E-Mail	Roll No.	Branch	Signature
1.	Narendra Rajpurohit	9405435685	Rajpurohitnarendra96@gmail.com	411005	E & TC	
2.	Sandeep Bari	9764242017	Sandeepbari3@gmail.com	411018	E & TC	
3.	Mayur H Patil	8975104010	Mayur7187@gmail.com	411052	E & TC	

studying in Final year B.E.

College Address:

Vishkarma Inst. Of Information Technology, Kondhwa, Pune.

Signature with Stamp

Project Guide. :

Principal/HoD :
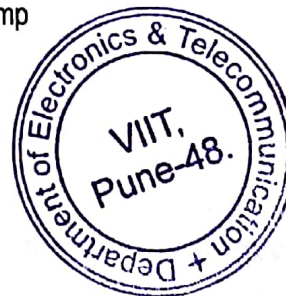
Ni2 assigns following engineers to support, guide & provide consultancy to PDPs for project development.

Signature with Stamp

Project Manager / Guide:

Exhibit 2

Project Idea
PDPs has to design and develop a **"Development of Automotive Cruise Control System using 20Sim software over embedded platform"** as final year project work.

Abstract:
The research has been extensive from sometime to bring luxury cruise control system as standard feature in vehicles. The research involves in developing an embedded platform based cruise control system which can be deployed to automotive vehicles like cars to make it a standard features. Our cruise control algorithm will be developed using 20sim software, which is very widely used software for Mechatronics applications.

The project will involve various stages of development; like from selection of components, design of algorithms, testing of various algorithms in embedded performance and final draft of work.

Requirements
- ⊖ PDP has to make complete instrument with enclosure and sensors.
- ⊖ PDP may use DC motor with encoder feedback for measurement of speed and actuation.
- ⊖ PDP has to develop the firmware for cruise control logic, implemented on platforms like Arduino UNO.
- ⊖ PDP should demonstrate complete logic of cruise control in running hardware, with atleast control the speed of DC motor with sensors.

Following work is expected from PDP:
- ⊖ Cruise Control instrument.
- ⊖ Nicely designed enclosure for mounting of components.
- ⊖ Complete documentation of cruise control working.
- ⊖ User manual of instrument.
- ⊖ Explanation of algorithms, and system in documents.

Note:
- ⊖ The above requirements are external boundary layout of project.
- ⊖ Required material required for project would be provided by ni2.
- ⊖ ni2 can modify or change the specifications during the agreement period for betterment of project.
- ⊖ PDP are free to make changes in feature for betterment of idea.
- ⊖ PDP need to return the material provided by ni2, to ni2 after completion of project.

VIIT – PDP – "Development of Automotive Cruise Control System using 20Sim software over embedded platform"

4

201/202, C-2, Saudamini Commercial Complex, Right Bhusari Colony, Paud Road, Kothrud, Pune-411 038. India
Telefax : +91-20-25286947 / 48 Email : info@ni2designs.com

Exhibit 3

Terms and Conditions for PDPs:

Date of joining	**20th August 2018**

Date of solution submit

By **22nd September 2018** PDP has to submit complete documentation related to project idea research, which will put guide way to develop the system.
Note: *if PDP fails to submit solution on this date, ni2 holds the rights to terminate this agreement.*

Date of 1st demonstration
Date of 2nd demonstration

PDP has to give first demonstration of system by **10th Nov 2018**
PDP has to give second demonstration of system by **22nd Dec 2018**

Date of completion

PDP has to complete this project by **15th March 2019**

Idea Publicity

PDP are not allowed to publicize the project details in any form except their respective project guide. PDP will maintain the idea & details as opaque object with public and would take care of secrecy. PDP can reveal the details only after project completion.
Note: *Ni2 are allowed to take strict actions in case of secrecy not maintained.*

Reporting

PDP has to report 2 times every week to ni2 project manager/project leader, either on phone, mail or personal meetings. PDP has to maintain a register for reporting and material taken along with signature of ni2 project guide.
Note: *At any point of time during project development, project manager holds the rights to terminate the agreement on the basis of personal eccentric nature of PDP, technical incapability, frequent delaying on reporting or finds PDP not taking interest in project development.*

Accomplishment of Project

With accomplishment of project, PDP would get individual certificates for accomplishment of project. PDP will also get sponsorship letter to produce in college.

Copyrights

ni2 will hold all the rights for the idea & project developed.

Project Material

PDP has to submit all the material back to ni2 after demonstration to their college project guides.

Publications

PDPs are free to publish papers on their work done over project. Also they can present project in various technical exhibitions and competitions.

Termination

In case of termination of this agreement due to any reasons, ni2 will not provide any certification of project work. PDP has to submit back all documents and materials to ni2.

VIIT – PDP – "Development of Automotive Cruise Control System using 20Sim software over embedded platform"   5

201/202, C-2, Saudamini Commercial Complex, Right Bhusari Colony, Paud Road, Kothrud, Pune-411 038. India
Telefax : +91-20-25286947 / 48 Email : info@ni2designs.com