

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

SPECTRON ROBOTICS PVT. LTD.

AND

MANGALMAY INCUBATION & ENTREPRENEURSHIP FOUNDATION (MIEF)

This Memorandum of Understanding ("MoU" or "Agreement") is made and entered into on this 12 day of 01, 2026 at Greater Noida, Uttar Pradesh.

BY AND BETWEEN

M/S. SPECTRON ROBOTICS PVT. LTD., a company incorporated under the Companies Act, having its registered office at PK 29, 4th floor Sector 121, Noida - 201301, represented by its Director & CEO, Mr. Priyanshu (hereinafter referred to as the "First Party" or "Spectron", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns).

AND

MANGALMAY INCUBATION & ENTREPRENEURSHIP FOUNDATION (MIEF), an educational institution having its campus at Plot no. 9, Knowledge Park II, Greater Noida, Uttar Pradesh, 201310, represented by its Dr. Prerna Mangal, Executive Director (hereinafter referred to as the "Second Party" or Institute, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns).

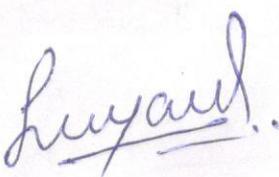
(The First Party and Second Party are hereinafter jointly referred to as the "Parties" and individually as a "Party".)

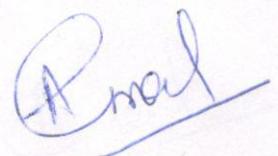
1. PREAMBLE

WHEREAS, Spectron is a recognized entity in the field of UAV (Unmanned Aerial Vehicle) technology, robotics, and aerospace manufacturing, engaged in R&D, prototyping, and commercial production of drones.

WHEREAS, the Institute is a premier educational establishment aiming to bridge the gap between industry and academia by providing its students with cutting-edge exposure to emerging technologies.

WHEREAS, both parties desire to collaborate to establish a "Center of Excellence for UAV & Drone Technology" at the Institute's campus to foster innovation, skill development, and commercial product development.





2. SCOPE OF COLLABORATION

The scope of this MoU covers four primary verticals:

1. **Establishment of High-End UAV Lab & Workshop.**
2. **Academic & Skill Development (Student Training).**
3. **Establishment of DGCA Approved RPTO (Remote Pilot Training Organization).**
4. **Strategic Investment & Commercialization of Logistics Drone.**

3. ROLES AND RESPONSIBILITIES: FIRST PARTY (SPECTRON ROBOTICS)

3.1. Lab Setup & Technology Transfer:

- Spectron shall set up a high-end UAV Laboratory and Manufacturing Workshop within the premises provided by the Institute.
- Spectron will provide the necessary technical know-how, proprietary software tools, and guidance on equipment procurement to make the lab fully operational.

3.2. Student Upskilling & Training:

- Spectron will design and deliver a comprehensive curriculum covering the entire lifecycle of Drone Technology:
 - **Design:** CAD modeling, Aerodynamics simulation.
 - **Prototyping:** 3D printing, material selection, laser cutting.
 - **Manufacturing:** Carbon fiber molding, assembly techniques.
 - **Avionics:** Flight controller programming, sensor integration, and calibration.
- Spectron commits to conducting **monthly hands-on workshops and training sessions** for selected students of the Institute.

3.3. Commercial Operations:

- Spectron will utilize the facility for R&D and commercial production, thereby giving students exposure to a live production environment ("Factory-in-Campus" model).

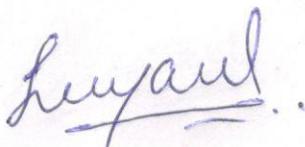
3.4. Value Addition to the Institute:

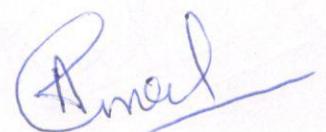
- **Branding:** The Institute shall be branded as a "Technology Partner" in Spectron's marketing collateral.
- **Placements & Internships:** Spectron will offer priority internships and PPO (Pre-Placement Offers) to high-performing students.
- **Live Projects:** Students will be allowed to assist Spectron engineers on real-world commercial projects.

4. ROLES AND RESPONSIBILITIES: SECOND PARTY (INSTITUTE)

4.1. Infrastructure Provision:

To facilitate the "Industry-Academia" ecosystem, the Institute shall provide the following infrastructure free of cost to Spectron Robotics:





- **Dedicated Space:** A covered area of approximately **2,000 Sq. Ft.** for the Lab and Workshop.
- **Operational Access:** The facility must be accessible **24x7** to Spectron staff and researchers to support continuous R&D and production cycles.
- **Utilities:** Uninterrupted high-speed internet, electricity, and water supply.
- **Interiors:** Complete furnishing including Air Conditioning (AC), worktables, chairs, proper lighting suitable for precision work, and one (1) private cabin for the Spectron Site Manager/Director.

5. COMMERCIAL TERMS: RPTO (DGCA TRAINING)

5.1. Joint Venture:

The Parties agree to jointly establish a DGCA-approved Remote Pilot Training Organization (RPTO) to offer drone pilot certifications to internal students and external candidates.

5.2. Profit Sharing:

The Net Profit generated from the RPTO operations (defined as Revenue minus Operational Expenses) shall be shared between the parties in the following ratio:

- **Spectron Robotics:** 60%
- **Mangalmay Institute:** 40%

5.3. Roles:

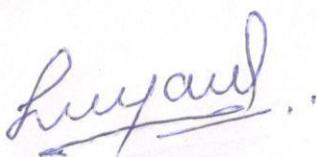
- **Spectron** will handle DGCA documentation, provide certified instructors, and maintain the training drones.
- **Institute** will provide the required land/field for flying practice and marketing support to mobilize students.

6. CONFIDENTIALITY

Both parties agree that any technical data, designs, blueprints, business strategies, or student data shared during this collaboration shall remain confidential. Neither party shall disclose such information to a third party without prior written consent.

7. TERM AND TERMINATION

- **Effective Date:** This MoU is effective from the date of signing.
- **Duration:** This MoU shall remain valid for a period of **3 (Three) Years**, renewable upon mutual agreement.
- **Termination:** Either party may terminate this agreement with a written notice of **60 days**. However, the financial obligations regarding the Investment (Section 6) must be settled in full prior to termination effectiveness.

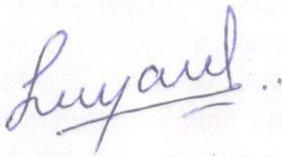
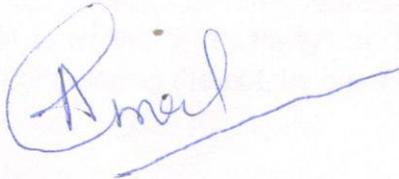




8. DISPUTE RESOLUTION & JURISDICTION

In the event of any dispute arising out of this Agreement, the Parties shall attempt to resolve it amicably. If unresolved, the matter shall be referred to a sole arbitrator appointed mutually. The jurisdiction for legal matters shall be the courts of **Gautam Buddha Nagar, Uttar Pradesh**.

IN WITNESS WHEREOF, the authorized signatories of the parties have signed this MoU on the day, month, and year first above written.

For and on behalf of	For and on behalf of
 SPECTRON ROBOTICS PVT. LTD.	 MANGALMAY INCUBATION & ENTREPRENEURSHIP FOUNDATION (MIEF)
Name: Mr. Priyanshu	Name: Dr. Prerna Mangal
Designation: Director & CEO	Designation: Executive Director
Date: 12.01.2026	Date: 12.01.2026

Witness 1: Dr. A.P. Sivastava 

Witness 2: Durgesh Diwaker 