

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

ITM University (hereafter referred to as “**ITMU**”), located in **ITM University Gwalior Campus, NH-44, Turari, Gwalior** was established as an institute of higher education and research in **2011**.

This memorandum of understanding (hereinafter referred to as “**MOU**”) is signed as of **23rd September, 2025** between the **MBF** and **ITMU** 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	:	23-09-2025
Project Overall Cost	:	INR 38 Lakhs .
Project Period Start	:	23-09-2025.
Project Period End	:	22-09-2030.
MOU Duration	:	5 years .
Location	:	Turari, Gwalior, India
ITGMWL Project Lead	:	Arun Singh Kushwah, Assistant Director(Startups)
MBF SPOC	:	Mr. Sandeep Natekar. Sr. Program Manager, Tinkerers’ Lab

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 **ITMU**, 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.

ITMU made an application for the set-up of the Tinkerers’ Lab ([Annexure 1](#)). The specific details of setting up of the Lab are outlined in the proposal prepared by **ITMU** in consultation with **MBF** as Annexure 1. This grant agreement (with [annexures](#)) will be binding upon **ITMU**, its successors and assignee and **MBF** and its successors and assignees.

1. PROJECT RESPONSIBILITY:

1.1: Responsibility of ITMU

No	Item	Details
1	Project Implementation Scope	As per the full scope of the proposal submitted by way of Annexure 1 .
2	Space and Infrastructure	as per Annexure 1 (TAB: Space Details). Any change in space and infrastructure will have to be in consultation and the explicit approval of MBF
3	Lab Champion	ITMU will select and appoint a dedicated and full-time Lab Champion (manager cum technician) for the oversight, management and day to day upkeep and maintenance of the TL. ITMU will also consider the expert recommendations and opinions of MBF (if any) while changing/making new appointments. The timing of the Lab Champion will be to support extended hours of TL usage (beyond college hours, holidays and weekends) as needed. If required, a second Lab Champion will be appointed to support the growing TL manpower needs in the future.
4	Governance	The TL will be entirely managed by a student committee of enthusiastic and motivated interdisciplinary student volunteers. A couple of faculty in charge or faculty coordinators will provide guidance and expertise to the student committee in doing so. The student committee will decide and formulate rules, regulations, policies and procedures of TL access and usage. TL governance will be free from Institutional or departmental control. Details given in Annexure 1 (Tab: Governance Structure)
4	Lab Access	Extended access (beyond college hours, holidays and weekends as needed) to inter-disciplinary students. Ref Annexure 1 .
5	Operating Expenses (OPEX)	ITMU will bear the OPEX as projected in the Annexure 1 : Tab - BUDGET (OPEX subsection) above and beyond the non-CAPEX support from MBF. OPEX utilization will have to be reported to MBF as per clause 7.
6	Safety and Security	ITMU 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. ITMU will also ensure the donated items (equipment, tools, consumables) are utilized only for the purpose and manner indicated in this MoU.
7	Data Reporting	ITMU will comply with the reporting norms of MBF and will provide all the necessary audited fund utilization reports as needed by MBF . ITMU will facilitate free and open interaction of 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 . MBF will be informed of any changes in the TL infrastructure and human resources at any time. The ITMU 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 of communication, whether online or offline, related to the TL or any of the TL's digital media assets including their social media accounts and website will also duly credit MBF .
9	Sustainability Plan	ITMU will prepare and present (by the end of year 4) a sustainability plan to sustain and support the TL programs and activities, beyond the period of financial support promised by 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	ITMU agrees to indemnify MBF from any loss, injury or damages caused to any person or property due to the donated equipment, machinery, tools or technology. ITMU also agrees to scrap/dispose off the equipment following the completion of the equipment life (as certified by the OEM or supplier) 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 34 Lakhs (including GST) only. This donation will be in the form of equipment in two (2) tranches . The first tranche (₹ 17 Lakhs) will be utilizable on the date of endorsement of this MOU, the second tranche (₹ 17 Lakhs) will be utilizable after thirty (30) months following TL inauguration. Please refer to Annexure 1 for further details.
2	Donation (non-CAPEX)	MBF will also provide consumables worth ₹ 4 Lacs . This will be tranced @ ₹ 1 Lac/year from the second year following the TL inauguration for the next four (4) years. The consumables will have to be purchased from the vendor empanelled with MBF.
4	Program Oversight and Strategic Support.	MBF will interface with the ITMU 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 ITMU for this purpose as and when required.
5	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.
6	Networking	MBF will provide ITMU TL users and human resources access to the MBF's TL network and resources for mentoring and collaboration purposes.
7	Withholding of funds	MBF will withhold the release of funds (CAPEX/OPEX) in the following cases: 1) Non-fulfilment of the commitments by ITMU as outlined in this MoU. 2) Poor performance data (poor student TL registrations, poor footfall, incomplete entries or inadequate MIS adoption) as reflected in the MIS . 3) Inadequate communication by the TL governing body (PICs, student committee and Lab Champions) and insufficient data reporting when requested.

3. TIME FRAME:

The agreed upon period for this project is from **23-09-2025** to **22-09-2030** 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 **Madhya 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 **ITMU**; **MBF** shall have no claim on the assets and IP thus generated from the TL.

4.6. **ITMU** 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 **ITMU** and **the MBF**. This MoU shall become effective upon signature by the authorized officials from **ITMU** 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 **22-09-2030**. On completion of the MoU, it may be extended by the explicit written mutual consent of both the parties.

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> Dr. Omveer Singh REGISTRAR ITM University Gwalior (M.P.)</p> <p>By: Dr. Omveer Singh</p> <p>For and on behalf of ITMU Designation: Registrar ITM University Gwalior Turari, Gwalior, Madhya Pradesh, India.</p>	<p>SIGNED, & DELIVERED</p> <p> </p> <p>By: Ms. Damayanti Bhattacharya For and on behalf of MBF Designation: Chief Executive Officer Maker Bhavan Foundation 1228 Harker Avenue, Palo Alto, CA 94301, USA</p>
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