



Vivekanand Education Society's Institute of Technology

(Affiliated to University of Mumbai, Approved by AICTE & Recognized by Govt. of Maharashtra)

Aditya Jyot Eye Innovation Centre

MEMORANDUM OF UNDERSTANDING

BETWEEN

Aditya Jyot Foundation for Twinkling Little Eyes
Mumbai, India

AND

Vivekanand Education Society's Institute of Technology
Mumbai, India



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MoU –AJFTLE and VESIT

MEMORANDUM OF UNDERSTANDING

BETWEEN

**Aditya Jyot Foundation for Twinkling Little Eyes,
Mumbai, India**

And

**Vivekanand Education Society's Institute of Technology
Mumbai, India**

This Memorandum of Understanding is made on this 21st day of August 2019 (“MOU”)

BETWEEN

The Aditya Jyot Foundation for Twinkling Little Eyes (AJFTLE) is a Public Charitable Trust registered with Charity Commissioner, Mumbai under Bombay Public Trust Act, 1950. under registration number E 22701 (Mumbai) and having its registered office at Plot 153, Road 9, Major Parmeshwaran Road, Wadala (West), Mumbai, India, (hereinafter referred to as “AJFTLE”).

AND

Vivekanand Education Society's Institute of Technology, affiliated to University of Mumbai, approved by AICTE and recognized by Government of Maharashtra, located at Hashu Advani Memorial Complex, Collector's Colony, Chembur, Mumbai-400074, an institute established in 1984 by Vivekanand Education Society and (hereinafter referred to as “VESIT”).

Both AJFTLE and VESIT shall hereinafter be jointly referred to as “Parties” and individually as “Party”.

FOR COOPERATION IN THE FIELD OF RESEARCH & EDUCATION

Whereas

- (i) AJFTLE is an independent research institute which specializes in ophthalmology and the practice of ophthalmology research. In addition to research, AJFTLE provides many services to the poor in the field of ophthalmology and the care and screening of eye diseases.
- (ii) VESIT was established by Vivekanand Education Society in the year 1984 at Chembur, Mumbai. The institute is approved by AICTE New Delhi and is affiliated to University of Mumbai. It offers UG courses in the fields of Electronics Engineering, Computer Engineering, Instrumentation Engineering, Electronics & Telecommunication Engineering and Information Technology, PG courses in the fields of Instrumentation & Controls Engineering, Electronics & Telecommunication Engineering

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and Information Technology and also offer a MCA course (PG). VESIT is recognised Ph.D. Research Centre of Mumbai University in Electronics Engineering. From its inception, the institute has been striving to develop itself into an institute of quality and excellence in the field of technical education and to serve future needs of our society in concurrence with a fine blend of traditional values and modern education.

- (iii) This MoU is signed between AJFTLE and VESIT, for the purpose of medical research and technology innovation in the field of Ophthalmology and Disease Screening.

Objective of MoU/ Responsibilities of the Parties

- Both the parties mutually intend to conduct research projects and publish the outcome of the research results in journals
- Both parties have an interest and agree to pursue joint funding proposals and grants for collaborative research.
- Both parties have interest in collaborating on innovative technologies and methods which can benefit society
- Both parties have an interest in collaborating in workshops and educational conferences for the benefit of the clinical and engineering communities.

Areas of Cooperation

- The development and validation of camera devices and mobile phone software for obtaining images and/or video of the retina, iris, cornea and other parts of the eye
- The development of computer algorithms which can be used to automatically analyse eye images and help detect biomarkers for various diseases (e.g. diabetes, cancer, hypertension, etc.)
- The development and testing of RFID tagging technologies and mobile NFC technologies which can be used to help locate and find patients living in urban slum areas.
- To work in Research & Development in areas of mutual interest in all fields of ophthalmology.
- Establishing VESIT ADITYA JYOT EYE INNOVATION CENTRE in premises of VESIT for innovations in eye research. VESIT & AJFTLE will bring in resources in the form of equipment, manpower towards its establishment.
- AJFTLE and VESIT will apply together jointly for several grants for the projects to be done at VESIT ADITYA JYOT EYE INNOVATION CENTRE at VESIT.

Now therefore, the Parties hereto agree as follows:

Terms of Agreement

This MOU is effective immediately after it is signed by the Parties. Progress in achieving the objectives referred to herein will be reviewed periodically as mutually agreed and the MOU may be amended at any time by mutual consent. Both the Parties reserve the right to terminate this MOU by either party with one month written notice given to the other party.

 
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Confidentiality

Neither party shall, at any time disclose to any third party any confidential information of the other party which is acquired in the course of activities under this MOU, a collaborative project, without the prior written consent of the other party. The confidential obligations herein will not apply to information in the public domain; information in the possession of the receiving party prior to the disclosure of the confidential information; information which is independently developed by the receiving party without the use of the confidential information; information required to be released by law; or information which is rightfully received by the receiving party from third parties without any breach of confidentiality obligations.

Intellectual Property

VESIT Inventions. Title to any invention made solely by VESIT's employees and/or students ("VESIT Inventions"), without the use of any AJFTLE data generated in this agreement, shall remain with VESIT. The title to these VESIT Inventions and the right to determine the disposition of any copyrights or copyrightable material first produced or composed solely by employees and/or students of VESIT ("VESIT Copyright") shall remain with VESIT.

AJFTLE INVENTIONS. Title to any invention made solely by employees of AJFTLE, without VESIT data and without VESIT technology, in the performance of AJFTLE Research ("AJFTLE Invention") shall remain with AJFTLE. AJFTLE shall notify VESIT of any AJFTLE Invention promptly after a disclosure is received by AJFTLE's office tasked with licensing technology. AJFTLE (i) may file a patent application at its own discretion or (ii) shall do so at the request of VESIT or any Prime Sponsor (i.e. Sponsor to the research program) at the requestor's expense.

JOINT INVENTIONS. Inventions made jointly by employees of AJFTLE with employees and/or students of VESIT and/or with employees of Prime Sponsor ("Joint Inventions"), shall be jointly owned by the Parties whose employees and/or students made the Joint Invention (the "Joint Invention Owners"). The Parties shall notify each other and the Prime Sponsor of any Joint Invention promptly after an invention disclosure is received by a Party's technology licensing office. The Parties agree that VESIT shall have the first right to file a patent application on a Joint Invention in the names of all Joint Invention Owners. All expenses incurred in obtaining and maintaining any patent on such Joint Invention shall be **equally shared** by the Joint Invention Owners. If one Joint Invention Owner declines to share in such expenses, the other Joint Invention Owner(s) may take over the prosecution and maintenance thereof, at its own expense, provided that title to the patent remains in the names of all Joint Invention Owners.

Ethics Approvals

It is the responsibility of the investigators from each side to obtain necessary approvals for conducting this study and to ensure compliance with national and global guidelines on biomedical ethics. Each investigator is responsible for any litigation that arises from data collection at their site.

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Publications

Parties agree that any publication or conference presentation that makes use of the results and data produced from the collaborative work between VESIT and AJFTLE shall be mutually approved by both parties, and the principal investigators from both parties shall be invited to be co-authors of the publication or presentation. Each investigator has the right to decline the invitation to be a co-author. Both parties acknowledge that it may be necessary to delay publication in order to identify patentable subject matter and allow time for patents to be filed.

Validity and Termination

- Memorandum will enter in to force on the date of signing
- Parties may terminate this MoU at any time by written notice to the other party with notice period of one month.
- Upon termination each party reserves the right to the equipments/ resources brought in by each to this partnership

Force Majeure/Acts of God:

A Party shall be excused from performing its obligations under this MOU to the extent its performance is delayed or prevented by a Force Majeure Event provided that the affected Party promptly notifies the other of the occurrence of Force Majeure Event. For the purposes of this clause, "Force Majeure Event" means circumstances beyond reasonable control of a Party, including but not limited to, change in government policy, fire, flood, epidemic, act of god, war and riot. In case the Force Majeure Event continues for a period exceeding thirty (30) days, either Party shall have the right to terminate this MOU with immediate effect.

Entire MOU:

This MOU represents the entire MOU between the Parties and supersedes all prior negotiations, representations or MOUs, written or oral. In the event of any conflict between the terms and conditions of this MOU and those of any other MOUs entered into pursuant to this MOU, this MOU's terms and conditions will control.

Dispute Resolution:

This MoU and the Parties' rights and obligations hereunder shall be governed and interpreted in accordance with the laws of India. All disputes or claims arising out of or relating to this MoU will be settled amicably by the Parties pursuant to mutual, good-faith discussions and negotiations.

This MOU shall not be varied, amended or modified by any of the parties in any manner whatsoever unless such variation, amendment or modification is mutually discussed and agreed to in writing and duly executed by both parties.

In the event of failure of amicable settlement between the Parties, such disputes or differences shall be referred to the non-exclusive jurisdiction of courts in Mumbai.

Amendment:

No amendment to this MoU shall be valid unless agreed to in writing by the Parties.

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No relationship:

The relationship under this MOU shall not constitute any partnership between the Parties, nor, except as expressly set out in it, constitute any Party as the agent of another party, nor shall any Party have the right or authority, to assume, create or incur any liability or obligation, express or implied, against, in the name of, or on behalf of the another party.

Notice:

Any notices required by the terms of this MOU may be given by sending the other party a registered mail or by courier or by email with confirmation.

If to AJFTLE:

To : Dr S. Natarajan
Address : Plot 153, Road 9, Major Parmeshwaran Road, Wadala (West), Mumbai, India.
Phone : +91 9920241419
Fax :
Email : prof.drnsn@gmail.com

If to VESIT :

To : Dr. (Mrs.) J. M. Nair
Address : HAMC, Collector's Colony, Chembur Mumbai- 400074
Phone : 022- 61532 511
Fax : 022-61532 555
Email : vesit@ves.ac.in

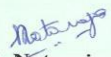
Severability:

If any of the provisions or a portion of any provision of this MOU is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions will not be affected.

In Witness Whereof, the Parties hereto have executed this MoU on the Effective Date.

Signatures:


Aditya Jyot Foundation for
Twinkling Little Eyes


Dr. S. Natarajan
Managing Trustee, Aditya Jyot
Foundation for Twinkling Little
Eyes, Mumbai, India
Date :- 21.08.2019

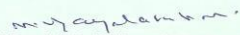
Witnesses:


Dr. Radhika Krishnan
CEO, Aditya Jyot Foundation
Mumbai, India

Vivekanand Education Society's
Institute of Technology


Dr. (Mrs.) J. M. Nair
Principal
VESIT, Hashu Advani Memorial Complex,
Collector's Colony, Chembur, Mumbai
Date :- 21.08.2019


**PRINCIPAL,
VIVEKANAND EDUCATION SOCIETY'S
INSTITUTE OF TECHNOLOGY
HASHU ADVANI MEMORIAL COMPLEX,
COLLECTOR'S COLONY, CHEMBUR,
MUMBAI-400 074, INDIA.**


Dr. (Mrs.) M. Vijayalakshmi
Vice-Principal
VESIT, Hashu Advani Memorial Complex,
Collector's Colony, Chembur, Mumbai