

Memorandum of Understanding

This Memorandum of Understanding (the "MOU") is made **BY AND BETWEEN**

The **National Institute for the Empowerment of Persons with Visual Disabilities** (Divyangjan) an autonomous body under the administrative control of Department of Empowerment of Persons with Disabilities (Divyangjan), Ministry of Social Justice & Empowerment, Government of India, having its registered Office at 116, Rajpur Road, Dehradun, Uttarakhand, hereinafter referred to as "**NIEPVD**", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its administrators, successors or assignees, as the case may be.

PARTY OF THE FIRST PART

And

Amar Seva Sangam is a Trust registered under Tamil Nadu Societies Registration Act, 1975, having its registered Office at 10/2/163, Sulochana Gardens, Tenkasi Road, Ayikudy- 627852, Tamil Nadu, hereinafter referred to as "**ASSA**", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and includes its administrators, successors, or assignees, as the case may be.

PARTY OF THE SECOND PART

Whereas ASSA has designed and developed an application called Enabling Inclusion® (EI) out of its own private funding which has both web based and app based applications, and which is a globally acknowledged and award-winning technology with high impact, family centered and community participatory model for rehabilitation of persons with disabilities with particular focus on birth to 24 age group. Enabling Inclusion® is a proven high-fidelity end to end digital solutions with real time monitoring through GPS technology.

Whereas a result of the interaction between NIEPVD and ASSA at various levels, both NIEPVD and ASSA have agreed to work jointly in the future development of the application as this is an area of common interest to both the parties

Now therefore the Parties hereto agree to enter into this Memorandum of Understanding on the following terms and conditions:

1. PURPOSE / SCOPE

- a. ASSA has already developed a rehabilitation application Enabling Inclusion®. During discussions, ASSA showed keen interest to collaborate with NIEPVD for enhancing the application, with the help of NIEPVD's research team and enhance the content based on NIEPVD's curriculum structure, so that it can be rolled out pan-India across all Special schools for Visual Disabilities, CD EIC and Clinical and Rehabilitation Psychology Departments.
- b. Based on the discussions with NIEPVD, ASSA feels that using NIEPVD's structure of syllabus will enable it to enhance the application and with the required modifications in software the product could be ready for implementation across multiple domains.
- c. ASSA has implemented, and field tested the application and now would like to collaborate with NIEPVD and take this forward with an enhanced and software for the benefit of special schools across the country
- d. In this respect, this MOU is proposed so that a joint collaborative work may be done by ASSA and NIEPVD for implementation of the application for the benefit of persons with special

needs. NIEPVD, which is the national body working towards better development of people with disabilities, will also provide accreditation to the application which will help in the rollout to all. This MoU is a broad based document that would be used for defining the operational framework and future activities. Once specific projects are crystallised, specific MoU/Agreement written shall be signed between the parties prior to the commencement of the work on case-to-case basis defining the rights and responsibilities, time frame, financials, IPR, commercial terms etc.

- e. On an overall basis, the purpose of this MOU is for ASSA to collaborate with NIEPVD to use the application as per the guidelines of NIEPVD.

2. MAJOR PROJECT EXPENSES AND ACCOUNTING

- a) In this collaborative work, any expenditure on software development for enhancement of application will be borne by ASSA.
- b) ASSA will continue to enhance the application through its permitted sources, including donations from Corporate through CSR. Donations received by ASSA can be allocated to the Enabling Inclusion project. All related expenses will be clearly documented and disclosed in the appropriate financial statements, ensuring transparency between both parties.

3. ROLES AND RESPONSIBILITIES OF NIEPVD

- a. Support the enhancement of the Enabling Inclusion® application specifically in the area of content and structure of the application.
- b. After execution of specific agreements in writing, defining the scope and nature of work, roles and responsibilities of both Parties, financial aspects etc. following responsibilities are to be complied with, NIEPVD will assist in
 - (i) Creating training material for and imparting training to users of the application
 - (ii) Working with software developers to ensure that the database being created is in line with the curriculum.
 - (iii) Testing of data and outputs of the system to ensure that the system is providing the intended learning outcomes.
 - (iv) Distributing the executable version of the application across India, who shows interest in adopting the same.

4. ROLES AND RESPONSIBILITIES OF ASSA

- a. Lead the enhancement of the current application, with content support from NIEPVD and required software from external suppliers identified by ASSA
- b. Testing the application and provide inputs for further improvement.
- c. Continue to work with external donors to raise necessary funds for development and enhancement of the application.
- d. Appoint and manage necessary resources for technical and learning support to the users of application.

5. JOINT RESPONSIBILITIES OF NIEPVD AND ASSA

- a) Identify areas and activities for joint collaborative work and develop implementable projects on a continuous basis. This will mainly be around development of content, structuring the content and developing easy methodologies that can be incorporated in the application for the users to access and use.
- b) Nominate Coordinators as nodal contacts to represent the parties and promote interface to plan, implement, and monitor and review the schedules of various activities from time-to-time. The coordinators shall meet at least once in a quarter- either in person or through a

Video call, to review the progress of the activities undertaken in terms of this MOU. Minutes of such meetings shall be prepared and circulated to the top management of NIEPVD and ASSA for their reference and support.

- c) Draw the attention of the top management of NIEPVD and ASSA, in case of any interface or operational problems and seek their advice for resolution.
- d) Ensure the safety of the personnel and material whenever placed at either end by the other Party.
- e) Not use/sell/license/rent technologies/resources/material/solutions of either Party to/for any third party without prior written consent of the other Party.
- f) As both Parties are involved, if patent or copyright is applied then consent of both parties shall be mandatory.
- g) Both Parties assure and acknowledge that, it has right/authority to enter into this MOU.
- h) All attempts will be made to ensure that developments and projects are accomplished to a very high degree of quality, with parsimony of time. Both Parties shall complete its tasks in the approved manner.
- i) Use of Rehabilitation Evaluation Tools - ASSA is entitled to use the rehabilitation evaluation tools developed and approved by the NIEPVD, Dehradun within the EI® app at no cost. These tools can be integrated into the EI® app for ASSA's own programmes as well as with programmes that are conducted in partnership with other NGOs and interested organizations, as well as NIEPVD, Dehradun. ASSA shall not sell, lease, or subcontract the tool developed by NIEPVD, Dehradun, and used by ASSA to any other institution for commercial purposes without the consent of NIEPVD, Dehradun.
- j) Data Privacy, Security and Server Management - ASSA will not be responsible for any data privacy and data security issues. NIEPVD, Dehradun, shall handle all technical requirements, including server and database management.
- k) Admin User Rights - NIEPVD, Dehradun will share the required data on need basis to Amar Seva Sangam in order to provide software support to NIEPVD for software related issues in the EI® application.
- l) Non-Commercial Agreement - This is a purely knowledge-sharing agreement with no commercial commitments from either party.

6. FINANCIAL ASPECTS

This is a non-financial MOU. Both parties have agreed that there will BE no financial consideration under this MoU and that the said project shall only be done for charitable/non-commercial purposes to improve the education for disabled children.

7. COMMUNICATION

- Any communication or notice or intimation shall be addressed to the Nodal contacts of the respective parties and sent to the registered address of the parties concerned, and E-mail correspondence should not be taken as substitute for any official signed hardcopy correspondence in all important documents such as but not limited to financial and performance related documents.

8. CONFIDENTIALITY AND NONDISCLOSURE

Both of the parties agree to maintain confidentiality and uphold the integrity of the Institutions and therefore will not divulge any information considered confidential about the two parties.

9. INTELLECTUAL PROPERTY RIGHTS

Any and all intellectual property created solely in relation to or arising out of this MoU, by NIEPVD and ASSA during the validity of MOU, or after the termination of MOU shall be the joint property of parties along with the software developer as required under law. However, due recognition

and credit shall be given to the party generating such intellectual property. It shall be the responsibility of both the parties to take necessary action for protection of the Intellectual Property Rights (IPR) arising out of this MoU or project.

10. EFFECTIVE DATE AND VALIDITY

- a) This MOU shall be valid for a period of 2 years from the date of signing of the MOU.
- b) The validity of the MOU may be extended by mutual agreement in writing and signed by both the Parties.
- c) This MOU may be terminated by either party by giving 30 days prior notice in writing to other party through Registered AD /speed Post. Under the umbrella of this MoU, there will be possibility of collaborative work between NIEPVD andASSA.

11. DISPUTE RESOLUTION

If there is any dispute between the parties on the execution of the programme, it shall be settled through mutual discussion with both parties, failing which the exit from MoU as per section 10 may be exercised.

12. GOVERNING LAW

This MOU shall be governed by and interpreted in accordance with the laws of India.

13. FORCE MAJEURE

Neither Party to this MOU shall be liable to the other Party for any delay or failure on its part in performing any of its obligations under this MOU resulting from any cause beyond its reasonable control, including but not limiting to strikes, riots, civil commotion, or other concerted actions of workmen, material shortages, fire, floods, expositions, acts of God, acts of state, war, enemy action or terrorist action etc.

14. NOTICES

Any notices to be given hereunder except for termination, shall be given by either party to the other may be affected either by personal delivery in writing or by fax with a second copy sent by airmail, registered or certified, postage prepaid with return receipt requested, or by recognized international courier service. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this MOU, but each Party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of four (4) days after mailing.

15. ASSIGNMENT AND TRANSFER

Any and all rights, duties and obligations of the parties under this MOU shall not be transferred or assigned by either Party to any third party without prior written consent of the other Party.

16. NON-WAIVER

The failure or neglect by either Party to enforce any of the terms of this MOU shall not be construed as a waiver of its rights preventing subsequent enforcement of such provision or recovery of damages for breach thereof at a later stage.

17. SEVERABILITY

The invalidity or unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provision of this MOU that shall continue in full force and effect except for any such invalid and unenforceable provision.

18. LIMITATION OF LIABILITY

In no event will NIEPVD or ASSA be liable to the other Party for any incidental, consequential, special, and exemplary or direct or indirect damages, lost revenues arising out of the subject matter of this MOU, regardless of the cause of action, even if the Party has been advised of the likelihood of damages, if the same is without intention and beyond reasonable control.

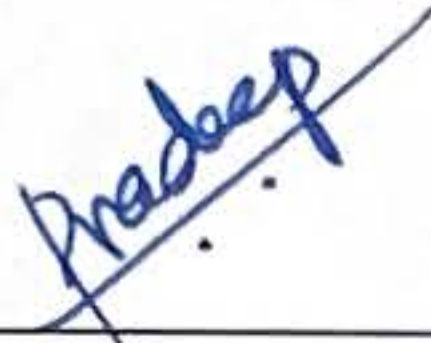
19. MODIFICATION

No modification to this MOU will be effective unless agreed to in writing by both Parties and duly signed by the authorised signatories of the Parties.

20. NO PARTNERSHIP

Nothing in this MOU shall be deemed to either constitute or create an association, trust, partnership or joint venture between the Parties nor constitute either Party the agent of the other Party for any purpose.

For and on behalf of NIEPVD



Name: Pradeep A
Designation: Director (offg.)
NIEPVD, Dehradun

For and on behalf of Amar Seva Sangam



Name: HEMALATHA CHAMESH
Designation: VOLUNTEER
Amar Seva Sangam, Ayikudy (TN)