



**Memorandum of Understanding
Between**

**NATIONAL INSTITUTE FOR THE EMPOWERMENT OF
PERSONS WITH VISUAL DISABILITIES (DIVYANGJAN)
NIEPVD(D)**

116, Rajpur Road, Dehradun, Uttarakhand - 248001

AND

PINK SKY FOUNDATION

1303 Cabin-B, Plot A-4 CTS, 694 Peninsula Park,
Andheri, Mumbai, Maharashtra - 400053

WHEREAS, the National Institute for the Empowerment of Person with Visual Disabilities (Divyangjan) [NIEPVD(D)] Dehradun & Pink Sky Foundation will be individually referred to as a "Party" and collectively as the "Parties".

WHEREAS, the National Institute for the Empowerment of Persons with Visual Disabilities (Divyangjan) is working for the education, training, rehabilitation, and empowerment of persons with visual impairments under the administrative control of the Department of Empowerment of Persons with Disabilities (DEPwD), Ministry of Social Justice and Empowerment (MSJ&E), Government of India. The Institute has a Regional Centre at Chennai, Tamil Nadu, and two Composite Regional Centers for Skill Development, Rehabilitation and Employment of Persons with Disabilities (CRCs) located at Sunder Nagar, Himachal Pradesh; and Gorakhpur, Uttar Pradesh.

WHEREAS, the Pink Sky Foundation is dedicated to creating a barrier-free environment for children with visual

impairment through technological innovation. It has developed and patented and Tap & Scan Based Audio-Integrated Accessibility Technology designed to foster accessibility on braille books to make reading materials in braille more inclusive and user-friendly.

WHEREAS, it is hereby declared and mutually acknowledged that this Memorandum of Understanding (MoU) is of a non-financial in nature and does not create any monetary obligations between the Parties.

ARTICLE 1. THE PURPOSE OF MOU

The primary purpose of this Memorandum of Understanding (MoU) is to promote accessibility in Braille-based educational resources for students with visual impairments covers under development in accessible learning material project. Under this MoU, the Institute shall utilize QR codes and chips embedded in the Braille books

produced by the Central Braille Press (CBP) of the Institute under the project.

Pink Sky Foundation shall provide all necessary modalities and technical support to convert the content of Braille books into a Tap & Scan-based audio-integrated accessible format.

ARTICLE 2. SCOPE OF MOU

2.1 The Foundation hereby grants a non-exclusive, non-transferable, and royalty-free license to the Institute for the integration of its patented audio technology onto the braille books. The Foundation shall also provide training to the officials of the Central Braille Press (CBP) for the application of the technology on Braille books under the Development of Accessible Learning Materials (DALM) initiative.

2.2 The technology shall be applied only to the Braille materials distributed under project.

2.3 The Institute shall print the name of Pink Sky Foundation on the Braille books.

ARTICLE 3. ROLES AND RESPONSIBILITIES

Responsibilities of the Institute:

3.1 The Institute shall share the data of beneficiaries using the Tap & Scan-based audio-integrated accessible materials.

3.2 The Institute shall conduct a pilot study to assess the effectiveness and usability of the Tap & Scan-based audio-integrated accessible materials.

Responsibilities of Foundation:

3.3 The Foundation shall not claim any financial support from the Institute at any stage.

3.4 The Foundation shall conduct a study on the effectiveness and usability of the Tap & Scan-based audio-

integrated accessible format after six months of the implementation of the technology, and the research report shall be submitted to the Institute.

3.5 The Foundation shall provide the Institute with the necessary technical support or technical blueprints required to implement the audio-assisted features.

3.6 The Foundation shall conduct technical orientation sessions for Institute to ensure the correct integration of audio technology onto the braille books.

3.7 The Foundation agrees to grant the Institute a royalty-free license to utilize its proprietary technology for the purposes outlined in this collaboration.

ARTICLE 4. DURATION OF MOU

4.1 This Memorandum of Understanding (MoU) shall remain valid for a period of one year from the date of its

signing. The MoU may be extended further through mutual written agreement between both Parties.

4.2 Either of the parties may exit from the MoU giving One-month prior notice.

ARTICLE 5. GOVERNANCE

In order to support the development of this collaboration, both parties agree to review the progress of their collaboration every six (6) months.

ARTICLE 6. CONFIDENTIALITY

6.1 Each party shall undertake to maintain the confidentiality of the documents, information and other data received from the other party during the period of implementation of this MoU or any other agreement made pursuant to this MOU.

6.2 The parties agree that this article shall continue to be binding between the parties notwithstanding the termination of this MOU.

6.3 This is exclusive of those cases in which disclosure of such confidential documents or information is mandatory under prevailing laws.

ARTICLE 7. FORCE MAJEURE

7.1 In the event of either Party not being able, by reason of force majeure, to meet any of its obligations under this MOU, such obligation shall be suspended for as long as the inability continues or any date mutually agreed between the Parties, provided that Party gives to the other Party written notice within fourteen (14) days after the occurrence of any such event.

7.2 Neither Party shall be liable to the other Party for any loss or damage sustained by the other Party arising from the occurrence of any such event.

7.3 The term 'force majeure' as employed herein shall mean an event not within the control of either Party which, by the exercise of due diligence, neither Party is able to overcome and this, includes any act of God, strike, lockout or other industrial disturbance, wars, insurrections or riots, civil disturbances as well as explosions.

ARTICLE 8. LIABILITY

Both parties further agree that no employment relationship or partnership, express or implied, is created between them.

ARTICLE 9. DISPUTE RESOLUTION

In the event of any dispute relating to the interpretation or performance of this MoU arising between the Parties, both Parties will first do their utmost to settle their dispute amicably through mutual discussions and negotiations between the parties. Failing which the exit from MoU as per Clause 4.2 of Article 4 may be exercised.

ARTICLE 10. AMENDMENTS

Either Party may request, in writing, a revision, amendment, or modification to all or any part of this MoU.

IN WITNESS WHEREOF, the parties to this MoU through their duly authorized representatives have executed this MoU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MoU as set-forth herein.

Signed by:



Pradeep A.)

Director

National Institute for the Empowerment of Persons with
Visual Disabilities (Divyangjan) 116 Rajpur Road,
Dehradun

Signed by:



Name : RAHUL BISHNOI

Designation: Founder

PINK SKY FOUNDATION

1303 Cabin-B, Plot A-4 CTS, 694

Peninsula Park, Andheri, Mumbai,

Maharashtra - 400053

Aadhar no 84 1271808238

Witness:



Name: K. Sujatha

Designation: MANAGER (CBP)

Witness



Name: Aditya Thorat

Designation: Co-founder

(Pink Sky foundation