

MEMORANDUM OF UNDERSTANDING

BETWEEN

SHREE BHAGWAN MAHAVEER VIKLANG SAHAYATA SAMITI, JAIPUR

AND

ARYA INSTITUTE OF ENGINEERING & TECHNOLOGY, JAIPUR

FOR

TECHNICAL COLLABORATION

FOR

DEVELOPMENT OF BIONIC HAND FOR AMPUTEES

Memorandum of Understanding

This Memorandum of Understanding (MoU) is made on the _____ day of the month _____, 2018 between Arya Institute of Engineering and Technology, one of the institutions of Arya Group of Colleges, affiliated to Rajasthan Technical University, Kota, situated at SP-40, RIICO Industrial Area, Kukas, Jaipur-Delhi National Highway (hereinafter referred to as AIET or the First Party) which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators and permitted assigns, and Shree Bhagwan Mahaveer ViklangSahayata Samiti, registered under Rajasthan Societies Registration Act, 1974 having its head office at SMS Hospital Jaipur (hereinafter referred to as BMVSS or the Second Party) which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators and permitted assigns.

WHEREAS, AIET is engaged in academic activities in various disciplines in engineering, technology, sciences etc. as well as research, design and development in those fields.

AND WHEREAS, BMVSS has been fabricating and providing Jaipur Foot and limbs, and also providing other aids and appliances for helping the Persons with Disability (PWDs) in India and abroad and has been constantly trying to develop / adopt newer technologies for furtherance of performance, affordability and quality of its products for the benefit of the PwDs.

AND WHEREAS, both the Parties recognise the importance of Research and Development (R&D) and desire to club their efforts for providing excellent quality products especially the inexpensive Jaipur Hand by utilising state of the art engineering technology and science.

AND WHEREAS, AIET, on its own and also after discussions with BMVSS from time to time, has been working on the development of a bionic hand for the hand amputees and has made satisfactory progress in its efforts.

Arvind Agawal

NOW, THEREFORE, in consideration of the mutual roles and responsibilities specified herein, both AIET and BMVSS hereby agree to sign this MoU for technical collaboration towards the objective of development of a bionic hand.

Roles and Responsibilities of Arya Institute of Engineering and Technology

1. AIET agree to develop bionic hand for different amputees including, in particular, the amputees identified by BMVSS.
2. AIET agree to carry on its research for continuous improvement in the bionic hand developed by it with the help of BMVSS and vice-versa.
3. AIET will procure, at its cost, all the machines and equipment required to develop bionic hand for the amputees.
4. After a functional bionic hand is developed by AIET technology, the product will be named as **Jaipur Hand** and be recognised as researched and developed by AIET with the support of BMVSS.
5. AIET agree to transfer the bionic hand technology to BMVSS for free, enabling BMVSS to fabricate such hands, on its own, for its own amputees.
6. After successfully developing this technology, at least 20 hands will be provided by AIET to BMVSS for free to be fitted to the hand amputee of BMVSS. For further supplies of such hands, terms will be settled mutually.

Roles and Responsibilities of Shree Bhagwan Mahaveer ViklangSahayata Samiti

1. BMVSS agree to identify and provide amputees to AIET for bionic hand development. AIET will examine the feasibility of providing Bionic hand to the amputees identified by BMVSS.
2. BMVSS agree to support AIET fully for development bionic hand without any financial implication on AIET.
3. BMVSS agree to provide to AIET facility of one room of appropriate size in its campus in Malviya Nagar, Jaipur, to enable AIET for continuous research and development of Bionic hand in BMVSS campus in association with BMVSS during the period of MoU. Further, BMVSS will also allow AIET to put their Flex



Arun Agrawal

in this room for highlighting developments in Bionic hand including displaying photos of beneficiary amputees.

4. BMVSS agree not to disclose bionic hand technology developed by AIET in collaboration with BMVSS to any other person / institution except with mutual consent.
5. BMVSS agree to provide its expertise and suggestions for the improvement bionic hand on a constant basis with a view to developing a world class affordable product.
6. BMVSS agree not to provide any job responsibility or offer of job to doctors/experts/any employee of AIET.
7. BMVSS also agree to highlight contribution of AIET for development of Bionic hand after its successful development.

Co-ordination of the Programme

The Collaborative programme between BMVSSS and AIET shall be coordinated by a coordination committee appointed by the Heads of both the Institutions.

Effective Date and Duration of MoU

- a) This MoU shall be effective from the date of its signing by both the Parties.
- b) The duration of the MoU shall be 3 years from the effective date.
- c) During its currency, the MoU may be extended or terminated by a prior notice of not less than three months by either Party. However, termination of the MoU will not in any manner affect the interest of the researchers who are engaged under the MoU.
- d) Any clause of the MoU may be modified or amended by mutual agreement of both the Parties.

Handwritten initials

Aminu Agawal

Handwritten initials

Intellectual Property Rights

Rights regarding publication, patents, royalty, ownership of software/design/product developed by AIET will vest with AIET. However, BMVSS, under this MoU, will have the licence to fabricate these hands without royalty for the benefit of its hand amputees.

Confidentiality

During the tenure of the MoU, both Parties will maintain confidentiality and prevent disclosure of the information and data exchanged under the scope of this MoU for any purpose other than as provided in the MoU.

Resolution of the Disputes

Disputes, if any, shall be amicably resolved by mutual discussion between the Heads of both the institutions.

IN WITNESS WHEREOF, PARTIES HERETO HAVE ENTERED INTO THIS MOU EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE, AND SIGNED BY:

For and on behalf of BMVSS



(D.R. Mehta)
Founder and Chief Patron, BMVSS

For and on behalf of AIET



(Dr. Arvind Agarwal)
President, AIET