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 CIN: U33125KA2009PT CO49465



MEMORANDUM OF UNDERSTANDING FOR ALOKA PROGRAMME

This Memorandum of Understanding is set for Aloka Vision Programme (hereinafter called the "MOU") is made and executed on this Friday, 24th day of September 2021 by and between

CARL ZEISS INDIA (BANGALORE) PRIVATE LIMITED, a Company registered under the Companies Act, 1956 and having its registered office at **Plot No. 3, Jigani Link Road, Bommasandra Industrial Estate, Bangalore – 560 099, Karnataka, India**, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) hereinafter referred to as **"ZEISS"** being the party of the **FIRST PART**.

AND

Optometry Council of India, having its registered office at **#8, Ring Road, Lajpat IV, New Delhi – 110 024, India**, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) hereinafter referred to as **"OCI"** being the party of the **SECOND PART**

AND

Department of Optometry, Faculty of Paramedical Sciences, UP University of Medical Sciences, having its registered office at Saifai (Etawah) – 206130 (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) hereinafter referred to as **"Institute"** being the party of the **THIRD PART**.

Ahmedabad
 101, 1st Floor
 Sun Square Building
 Near Nest Hotel
 Off C. G. Road, Navrangpura
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 Tel : 91-79-4032030
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Chennai
 SP 76, Ambattur Industrial
 Estate, Ambattur taluk
 Tiruvallur District, Tiruvallur
 Chennai - 600058, INDIA
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 5th Floor, Road No. 7
 Bangara Hills
 Hyderabad - 500 074, INDIA
 Tel : 91-40-23394391
 Tel : 91-40-23354196
 Fax : 91-40-23354077

Kolkata
 Victoria Park
 Plot 37/2, Block GH
 9th Floor, 100 Feet Link
 Kolkatta - 700017, INDIA
 Tel. 49th Flr: 91-23-40617800
 Tel. 6G Flr: 91-33-40612804

Mumbai
 Unit No. 331 & 332
 Solitaire Corporate Park
 Building No. 03
 Andheri Kurla Road
 Andheri (East)
 Mumbai - 400059, INDIA
 Tel : 91-22-68382222

New Delhi
 A-206, Mohan Co-operative
 Industrial Estate
 Mathura Road
 New Delhi - 110044, India
 Tel : 91-11-45156000
 Fax : 91-11-45156010 / 11

Pune
 CTS No. 4270
 Ego Campus
 Chinchwad East
 Chinchwad
 Pune - 411033, INDIA
 Tel : + 91 20 27351926 / 27



AND

Miracle of Sight e.V., having its registered office at **Turnstrasse 27, 73430 Aalen, Germany** – a registered charity (Vereinsregister am Amtsgericht Ulm: 721010, Tax ID 50072/12069 Finanzamt Aalen/Württ.) (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) hereinafter referred to as “**MoS**” being the party of the **FOURTH PART**.

ZEISS, MoS, OCI and the Institute are collectively referred to as the “**Parties**” and individually as “**Party**” as the case may be.

PREAMBLE

WHEREAS, ZEISS is inter-alia engaged in the business of manufacturing, import, export and sales and supply of optical lenses, medical devices, industrial quality solutions products, microscopes and sports optics products and the servicing and maintenance of the same.

WHEREAS the Optometry Council of India (OCI) is a self - regulatory body that has been established in September 2012 under the Company Act. It has been registered under the company act 25A (Not for Profit Company). Indian Optometry Federation (IOF) and Association of Schools and Colleges of Optometry (ASCO) have together established a private, peer regulating Optometry Council of India.

WHEREAS, Department of Optometry, Faculty of Paramedical Sciences, UP University of Medical Sciences, the institute has its mission to provide quality eyecare services at a low cost with a boarder aim of eradicating preventable blindness in accordance with international standards and organizations. The center offers both out-patient services, camps, vision screening initiatives in schools and financially deprived societies are regularly and actively hosted by the center.

PURPOSE:

The project is aimed at providing eye care services to Government school children for an agreed period of 2 (Two) years from the date of execution i.e till, 30th September 2023. The optometry college will adopt 5 (Five) Government schools in the vicinity to provide eye care services during the period of this MoU. The optometry school will reach to approximately 300 (Three hundred) children in each Government school and approximately 15 (Fifteen) Government teachers during the study period of two years starting from the date of execution.

NOW THIS MOU SHALL WITNESSETH:

1. This MoU proposes a program for providing affordable and accessible vision screening services to underprivileged school children in the identified areas for an agreed period.
2. This MoU will be reviewed after 2 (Two) years and can be extended with mutual consent of all Parties in writing.
3. “**OCI**” will Implement the project and will act as a facilitator between “**ZEISS**” and the participating optometry colleges (“**Institute**”).
4. “**Institute**” will identify schools and obtain relevant permissions from Government authorities for adoption of school for providing eye care services.



5. "OCI" will ensure data collection, report collection and ensuring the implementation of project.
6. "OCI" will implement an accepted protocol based on REACH Protocol for vision screening and the "Institute" will follow the protocol.
7. "Institute" will prepare a quarterly calendar of visits to the school and communicate the same to "OCI" and "ZEISS".
8. "Institute" will ensure for total of 7-8 visits to schools in for agreed period of two years. In first year, Initial visit (in some cases this could be more than one visit) to explain the project, followed by the visits to screen the children, delivery of spectacles and a follow up visit after 6 (Six) months. In second year, Screening after 1 (One) year and delivery of spectacles and follow up after 6 (Six) months.
9. "Institute" will identify and maintain relationship with the local hospitals to refer cases.
10. "Institute" will provide optometrists and transport to defined respective screening location. "OCI" will also ensure minimum qualification of optometrist to perform vision screening.
11. "ZEISS" will provide the requisite screening kit and instruments as mentioned in Annexure 1.
12. "Institute" will install **Aloka Application** as provided by "ZEISS" with the use of their own Android® based smartphones and they will enter the screening data and will place their spectacle orders on the same application.
13. "Institute" will collect data about refractive error, frame, and measurements in the **Aloka application** and "Institute" will ensure completeness of data.
14. "MoS" through "ZEISS" will pay to the "Institute" as per the amount mentioned in the Annexure 2 and will provide complete reporting to "OCI" and "ZEISS".
15. "OCI" will be responsible for data collection and analysis.
16. "ZEISS" will dispense spectacles within 10 (Ten) working days of eye screening and order placement.
17. "ZEISS" will support the project for up to 25 (Twenty - five) participating colleges with taking care for 5 (Five) schools each.
18. "Institute" should maintain and ensure that they shall not enter to the similar kind of MoU or any contract or arrangement with any other party without the prior approval of ZEISS.
19. Data collected during the pilot project would be a copyright of "ZEISS", "OCI" and "Institute".
20. **Termination clause** – Either Party can terminate this "MoU" providing thirty days' notice to the other Parties. On termination of the programme, all materials provided, for branding, screening, and dispensing of spectacles (e.g.: the trial lenses, trial frames, retinoscope, charts, lenses and frames, branding material) should be returned to "ZEISS".
21. **Disengagement clause** – If no vision screening activity is conducted within 60 (Sixty) days of the execution of this MoU, ZEISS reserves the right to disengage the other parties and terminate this MoU. The Institute and OCI will ensure that if any material issued by Zeiss, then same shall be returned to ZEISS at their own cost.
22. **Applicable Laws** -The Parties agree that they and the natural persons including their officers, employees, contractors, and agents involved with the negotiation, performance and fulfilment of this Agreement will observe and abide by all applicable laws, including, without limitation, all anti-corruption, anti-bribery, counter terrorism and anti-money laundering laws.



23. **Non-compete clause** – The OCI and Institute will not compete with the ZEISS brand or associated Aloka brand in any way and would not indulge in any activity which directly or indirectly cause damage to the brand. They will not promote any other brand in vision care business while being a part and associated with this MoU.

24. **Sub-contracting** – The OCI and Institute should not sublease or subcontract the work to any third party without prior written approval from ZEISS.

25. **Confidentiality, Non-Disclosure & Intellectual Property**

- **“Confidential Information”** includes but is not limited to the contents in and terms of this Agreement but also to trademarks, intellectual properties (whether registered or not), volume of sales, promotional methods, marketing and selling plans, business plans, budgets, business opportunities, financial statements, client list, pricing list, pricing formulae, information pertaining to vendors, employees, product catalogues, brochures, marketing /advertising / promotional material, manuals, etc.
- Intellectual Property including the trademarks, goodwill, brand name, trade name, logo, patents, copyrights, patent applications, trademark applications etc. and all other rights recognized or protected in law as intellectual property rights (whether registered or not) independently belonging to or developed by ZEISS for the same ZEISS shall be the sole owner of such Intellectual Property and the parties cannot claim any manner of right whatsoever over ZEISS’s Intellectual Property. ZEISS reserves all rights over its Intellectual Property. All confidential information shall also be treated as the intellectual property of ZEISS.
- The Parties shall not disclose, exploit, use, copy, publish, sell, license, or otherwise use the Confidential Information and / or Intellectual Property of ZEISS as defined hereinabove in any manner whatsoever. The non-disclosure and confidentiality covenants shall continue to bind both the OCI and Institute.

26. **Governing Law, Jurisdiction and Dispute Resolution** - This MoU shall be construed according to and governed by the laws of India and any dispute arising out of this MoU shall be subject to the exclusive jurisdiction of Courts at Bangalore Urban. In the event of any dispute between the Parties arising under this MoU, either Party may notify the other in writing of the substance of the complaint or the Parties shall use their best efforts to resolve such dispute amicably through discussion. If the dispute is not settled within thirty (30) days of notification, unless the Parties otherwise agree in writing, such dispute shall be finally settled by referring the same to the arbitration and to be adjudicated by a Sole Arbitrator appointed by all the Parties in Bangalore. The Arbitration shall be conducted under the terms of and in accordance with the Indian Arbitration and Conciliation Act, 1996. The proceedings shall be conducted in English. The Arbitration Award shall be final and binding on each Party.

27. **Declaration** -This MOU is at-will and may be modified by mutual consent of authorized officials of the parties. This MoU shall become effective upon signature by the authorized officials from the other parties and ZEISS and will remain in effect till the time of the pilot project completed or terminated by any one of the Parties by providing thirty (30) days advance notice to the other Party. In the absence of notice of termination by the authorized officials from the parties and ZEISS this MoU shall end on two (2) years i.e., 30th September 2023 from the Effective Date mentioned herein above unless otherwise agreed in writing.

IN WITNESS WHEREOF by their signatures below, the Parties have duly executed this MoU as of the effective date first written above.



For OCI representation of OPTOMETRY COUNCIL OF INDIA

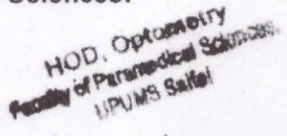
Signature: *Lakshmi*
Name: Mrs. Lakshmi Shinde
Title: CEO



Date:
Place: Bangalore

For Department of Optometry, Faculty of Paramedical Sciences, UP University of Medical Sciences:

Signature: *Kamal Pant*
Name: Mr. Kamal Pant
Title: Associate Professor & Head (Optometry)



Date:
Place: Saifai (Etawah)

For Carl Zeiss India (Bangalore) Private Limited

Signature: *Wilson Thomas*
Name: Mr. Wilson Thomas
Title: Managing Director

Date:
Place: Bangalore

For Miracle of Sight e.V. (MOS)
C/o CARL ZEISS VISION INTERNATIONAL GmbH

Signature: *Joachim Kuss*
Name: Mr. Joachim Kuss
Title: President Miracle of Sight and Communications Director ZEISS Vision Care

Date:
Place: Germany

Witness 1 *Paula Mukherjee*
Name: Ms. Paula Mukherjee

Witness 2 *Dr. Premjeeth Moodbidri*
Name: Dr. Premjeeth Moodbidri

P S

ZEISS

**ANNEXURE-1:
WORK PLAN**

Annexure 1: Instruments supplied by "ZEISS"

1	Pocket Vision Screener
2	Color Vision Chart
3	LogMar Chart
4	Flippers
5	Aloka Kit (One Kit per college) consisting of the following: <ul style="list-style-type: none"> a. Trial Frame b. Trial lenses c. Torch d. Sample spectacle frames

Annexure 2: Payment from "ZEISS" to "Institute"

Screening Cost			
Description	Amount	Unit	Total
Screening Fee (₹ 50/child, 300 children/school in 5 schools)	₹ 50.00	1500	₹ 75,000.00
Initial Visit (₹ 5000 per visit @ 5 visits)	₹ 5,000.00	5	₹ 25,000.00
Follow up Visit & Data collection (₹ 5000 per visit @ 5 visits)	₹ 5,000.00	5	₹ 25,000.00
Transport/Per diem ₹ 15000 per Optom College per year	₹ 15,000.00	1	₹ 15,000.00
Total			₹ 1,40,000.00