

Memorandum of Understanding

1. Parties

This Memorandum of Understanding ("MOU") is made and entered into by and between Department of Biomedical Engineering, Shri Govindram Seksaria Institute of Technology & Science, (here in referred to as BMED), located at 23, Sir M. Visvesvaraya Marg, Indore 452003, Madhya Pradesh and NICT Technologies Pvt. Ltd. (here in referred to as NICT), which is located at NICT House, Plot No. EB-109, Scheme No. 94, Opp. Bombay Hospital,, Indore - 452010, Madhya Pradesh, India. BMED and NICT are referred collectively as the "Parties" and individually as the "Party"

2. Objective

Both NICT and BMED are working towards technical research in medical equipment in India and hence agree to collaborate in a mutually satisfactory form and manner in order to support the research, design and development of biomedical products and for imparting training for man power development in this area.

3. Scope

BMED endorses and agrees to partner with NICT, and NICT agrees to accept BMED as a partner. Both parties, subject to fulfillment of the conditions of partnership, agrees to:

3.1 To enhance industry academia interaction

3.2 To encourage innovative practices and industrial experience

3.3 To promote training activities in this area.

BMED and NICT agree to form industry academia collaboration under this MOU for purpose stated above: In further of this agreement

3.4 NICT agrees to:

3.4.1 Provide 2-6 month's internships to BMED students on regular basis.

3.4.2 Industrial training for student and staff.

3.4.3 To contribute towards workshops and seminars for students and faculty.

3.4.4 Funding for innovative B. Tech. and M. Tech. projects.

3.4.5 Joint guidance of student projects/thesis at BMED on mutually agreeable terms.

3.4.6 The agreement would facilitate cooperation in the transfer and exchange of knowledge and expertise, sharing of resources, capacity building and training of personnel.

3.5 SGSITS agrees to:

- 3.5.1. To provide technical know how in the research activities undertaken by NICT for their products.
- 3.5.2. Organization of joint conferences and seminar.
- 3.5.3. To provide training to the technical staff of NICT
- 3.5.4. To provide assistance/guidance in product/process modification, modernization, trouble shooting, deployment of products etc.

4. Public Relations

NICT grants BMED the right to disclose its name on BMED's website. Any communication before release will have to be approved by NICT.

5. Financials

The financial matters relating to each joint activity (events/seminars) or projects will be handled as per mutual agreement between both parties, on case to case basis.

6. Specific Project agreement

Both the parties agree upon the following terms and condition for the specific product of development of non-invasive blood glucose sensing system:

1. The research and development will be carried by Biomedical department of the Institute. A team of faculty, PG and UG students will be deployed.
2. NICT agrees for the payment of the instrument/consumables and other accessories required for the research & development. The maximum payment from NICT will be limited to INR 5 Lakhs.
3. The prototype development time line will be one year from the date of signing the MoU.
4. NICT agrees to pay a stipend of INR. 2000/month to maximum five researchers working towards the prototype development for the period of this product development.

7. Confidentiality

BMED and NICT agree **not** to disclose any information of a confidential nature received from the other party, including but **not** limited to the names/particulars/data of enterprises with which BMED or NICT may be working, business plans and other competitively sensitive information.

As participant, both parties shall use their ability in an atmosphere of enthusiasm and mutual professionalism, to strengthen the knowledge base of the health care research in a manner

that is beneficial and effective for all parties, which meets the stated mission, goals and objectives of the program, and provide maximum benefit to the community.

Both the parties confirm the ethical practices followed for the above activities.

8. General provisions

A. Amendments

Either party may request changes to this MOU. Any modifications, revisions or amendments to this MOU which are mutually agreed upon by both parties shall be incorporated by written instrument, and effective when executed and signed by both the parties to this MOU.

B. Duration

This MOU shall be valid upon the signature of both parties and shall continue in force for 2 years unless terminated by either party upon 30 days written notice to the other party.

C. Governing Law & Dispute Resolution

Any Disputes/claim arising out of this MOU is subject to Arbitration and Jurisdiction of Indore Court.

D. The Parties shall comply with all applicable state laws and regulations and local ordinances in the performance of the Contract.

E. The agency shall adhere to environmental protection Act and rules and co-operate with the organization.

F. The Parties will provide all possible assistance to each other in optimizing the scope of various avenues that they have agreed to work upon in all the circumstances.

G. The Parties will work together to accomplish the objectives, partners will be informed about all the developments for the purposes of program planning and monitoring and evaluating outcomes to ensure the outcome of the programs be effective and for the common good of people.

9. Confidential and Non-Disclosure

In carrying out the terms of this MOU, it may be necessary for the parties to provide proprietary data of information to one another. To the extent that such data or information so identified in writing by the disclosing party at the time of the exchange, the receiving party agrees to hold such proprietary information in the strictest confidence for a period of two (2) years from the date of this MOU, and further agrees that, within that period of time, it will not use any such proprietary data or information, except in connection with this MOU, and will not disclose any such proprietary data or information to any third party, unless authorized in writing by the disclosing party.

The standard of care imposed on the receiving party for such proprietary data or information will consist of a least the same level of effort the receiving party employs to avoid unauthorized use, disclosure or dissemination of its own proprietary matters of similar value

and sensitivity. The receiving party shall not be liable for the inadvertent or accidental disclosure of proprietary information, if such disclosure occurs despite the exercise of the same degree of care as such party normally takes to preserve its own proprietary data or information.

10. Signatories

BMED endorses and agrees to be an active partner of NICT. Agreed to and accepted by:

For and on behalf of, NICT Technologies Pvt. Ltd., Indore

Signature: 

Name:

MUKESH HAJELA

Designation:

CEO

Date: 15/01/2025

For Department of Biomedical Engineering, SGSITS, Indore.

Signature: 

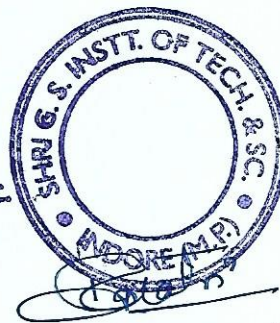
Name: Prof. S. M. Narulkar

Designation: I/c Director

Date: 15/01/2025

DIRECTOR

Shri G. S. Instt. of Tech. & Sc.
Indore - 452003 (M.P.)




Witness 1 

Name: Nidesh Jain

Designation: Sr. Manager Tech.

Place: Indore (M.P.)

Date: 15/01/2025

Witness 1 

Name: Dr. Rajesh Khatri

Designation: Associate Professor & Head

Place: Indore

Date: 15/01/2025

Single point of contact (SPOC)	
NICT Pvt. Ltd., Indore	
Department of Biomedical Engineering, SGSITS, Indore	Dr. Prashant Bansod Professor., E & I Department, SGSITS, Indore Contact No.: 9406822037