



Jaypee Institute of Information Technology

(Declared Deemed to be University u/s 3 of the UGC Act)

MEMORANDUM OF UNDERSTANDING

Partners:



**Jaypee Institute of Information Technology,
NOIDA, India**

&



**Neuphony Pankhtech India Pvt. Ltd., Delhi,
India**

This Memorandum of Understanding ("MoU") is made and entered into on this (Date) 14-August-2023 between **Neuphony (Pankhtech India Pvt Ltd.), Delhi, India** through authorized signatory **Ria Rustagi**, having its registered office address at GH 5 & 7, Flat No 1027, Meera Bagh Paschim Vihar 110087 New Delhi, India (Hereinafter called "**Neuphony**," which expression shall include its successors and permitted assignees) and **Jaypee Institute of Information and Technology**, through authorized signatory Prof. B. R. Mehta, Vice Chancellor, JIIT, Noida, with its registered address at A-10, Sector-62, ,Noida-201 309, Uttar Pradesh, India. (Hereinafter called "**JIIT**" which expression shall include its successors and permitted assignees) .

OBJECTIVES OF THE MOU

The specific objectives of the MoU are:.

- a) To provide a formal basis for initiating interaction between Neuphony and JIIT.
- b) To promote interaction between Neuphony and JIIT in mutually beneficial areas in EEG, BCI technology for research & development activities.
- c) To share information and resources toward creating more impact through collaboration in EEG, BCI use case-specific products and solutions.
- d) To promote R&D at JIIT , Noida and support each other in product development, joint internship during collaboration.

MODES OF COLLABORATION

The modes of collaboration between the parties include the following:

- a) Neuphony will help and support the students to develop different BCI applications on Neuphony devices such as brain controlled wheel chair, home automation, neuromarketing, brain controlled robots and much more.
- b) Both parties will provide research and development support to each other.(based on mutually accepted terms and condition, to be drawn at the time of any joint activity to take place).
- c) Neuphony R&D team will provide training sessions to the faculty & students.
- d) Neuphony's engineering team which is India's only innovative company's R&D team will come and train the JIIT students about NEUROTECH and would give project ideas. Moreover, all the best project ideas would be sponsored and they would additionally get a stipend and promotion varying from INR 10000 - 20000.
- e) Neuphony will also recruit the JIIT students by offering internship and job placements.

- f) For the projects developed at the IIIT University, Neuphony will help with patent filing, commercialisation, entrepreneurship and R&D support.
- g) Neuphony will help IIIT to collaborate with multiple Neuphony's partners depending on the needs. For engineering, collaboration will be with IIT Mandi, for any psychological and neurological help the collaboration will be with NIMHANS and this all would be inclusive with no additional cost.
- h) Neuphony would bear the 30% cost of setting a lab at IIIT. (Annex-1).

AGREEMENTS FOR RESEARCH COLLABORATION

Each research undertaken by the Parties hereunder shall be initiated by the signing of a separate research agreement between the Parties, which will describe in detail:

- a) The nature, scope, and schedule of the research collaboration.
- b) The form of the research collaboration.
- c) The estimated cost of the research collaboration, together with the amount of funding, if any, to be received from third parties.
- d) Other provisions may be mutually agreed upon, including provisions covering the consequences of default or termination by a participant, term, arbitration of disputes, and applicable law.

INTELLECTUAL PROPERTY AND DATA RIGHTS

Each research collaboration undertaken by the Parties hereunder shall be initiated by the signing of a separate research agreement between the Parties, which will describe in detail the treatment of intellectual property and data rights, including patents, industrial design registration, copyrights, and all other proprietary information (including innovations not patented, designs not registered, etc.) which result from the research collaboration, or which belong to a Party and are used in research collaboration.

CONFIDENTIALITY

- a) During and for a period of three years from the date of disclosure, each Party ("Receiving Party") agrees to consider as confidential all information disclosed by the other Party ("Disclosing Party") in written or tangible form or, if orally disclosed, confirmed in writing within seven days of disclosure and identified as confidential by the Disclosing Party.
- b) The obligations above shall not extend to any confidential information for which the Receiving Party can prove that this information:
 - i. is in the public domain at the time of disclosure or comes within the public domain without the fault of the Receiving Party.
 - ii. is already known or has become known to the Receiving Party
 - iii. is received from a third party having no obligations of confidentiality to the Disclosing Party,

- iv. is independently developed by the Receiving Party, or
- v. is required to be disclosed by law or court order.

NON-EXCLUSIVITY

The relationship of the Parties under this MoU shall be nonexclusive, and both Parties, including their affiliates, subsidiaries, and divisions, are free to pursue other agreements or collaborations of any kind.

TERMS AND TERMINATION

This MoU, unless extended by mutual written agreement of the Parties, shall expire 3 (Three) years after the effective date specified in the opening paragraph. However, it may be extended for a further three years with the mutual written consent of the Parties. This MoU may be amended or terminated earlier by mutual written agreement of the Parties at any time. Either Party shall have the right to unilaterally terminate this MoU upon 60 (Sixty) days prior written notice to the other Party. However, no such early termination of this MoU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement, Confidentiality clause as referenced in clause 6 above, or any other agreement entered pursuant to this MOU, which obligations shall survive any such termination.

RELATIONSHIP

Nothing in this MOU shall be construed to make Party a partner, an agent, or a legal representative of the other for any purpose. Any dispute arising from or in connection with the MoU shall be mutually discussed and resolved between the Parties.

ASSIGNMENT

It is understood by the Parties herein that this MOU is based on the professional competence and expertise of each Party, and hence neither Party shall transfer or assign this MoU, or rights or obligations arising hereunder, either wholly or in part, to any third party.

COSTS OF THE MOU


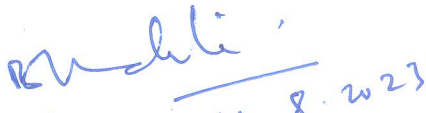
Each Party shall bear the respective costs of carrying out the obligations under this MoU.

SIGNED IN DUPLICATE

This MoU is executed in duplicate, with each copy being an official version of the MoU and having equal legal validity.


By signing below, the Parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

The Parties represent that they conduct respective activities under this Mo in an ethical manner and are compliant with applicable anti-bribery and anti-corruption laws, and have requisite policies in this regard.

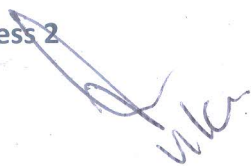
Pankh Tech India Pvt. Ltd., Delhi, India	Jaypee Institute of Information and Technology, Noida, India
Name: Ria Rustagi Title: Co Founder and CEO, PankhTech India Pvt. Ltd., Delhi, India  Date: 14 August 2023	Name: Prof. B. R. Mehta Title: Vice Chancellor, JIIT, Noida, India  VICE CHANCELLOR Jaypee Institute of Information Technology Deemed University, U/S 3 of the UGC Act A - 10, Sector - 62, Noida (U.P.) Date: 14 August 2023

In witness whereof both parties have signed this MoU on 14 August 2023

Witness 1


Prof. Shweta Srivastava
Dean (A&R)-II, JIIT, Noida

Witness 2


Prof. Vikas Saxena
Director & HOD (CSE&IT), JIIT, Noida

Annexure-1**Proposal to set up a BCI LAB jointly by IIIT & Neophony**

LAB COSTING				
S. no.	Device	Cost per piece	Quantity	Total
1	Neuphony Headband	49000	5	245000
2	Neuphony Caps	70000	5	350000
3	Desktop Application	30000	10	300000
4	Training and support 6 training workshops [from date of installation to max 3 years] by senior R&D engineer and embedded engineer maximum with 50 participant (in each training)			300000
5	Repair and Maintenance (Max 2 repairs of each Headband purchased – Valid till 5 years from date of purchase)			200000
Total				1395000

Total Cost	INR 13,95,000
Neuphony contribution (30%)	INR 4,18,500
IIIT contribution (70%)	INR 9,76,500

Ria Rustagi..

