

## Agreement

This Agreement signed on **27<sup>th</sup> March 2024**, between:

**GD Goenka University**, having its Registered Office at N-86, Connaught Place, New Delhi-110001, (hereinafter referred to as "**GDGU**"), which expression shall unless the context otherwise requires, includes its successors, and permitted assigns.

and

**VisionSpring Private Limited**, a Company registered under the laws of India having its registered office situated at B-152, 3rd Floor, Sector-6, Noida-201301, Uttar Pradesh, India, (hereinafter referred to as "**VSPL**"), which expression shall unless the context otherwise requires, includes its successors, and permitted assigns.

The purpose of this Agreement is to establish a framework for collaboration between **GDGU** and **VSPL**.

The above mentioned are collectively referred to as the "Parties" and individually referred to as the "Party".

1. **Program Scope:** **GDGU** and **VSPL** agree to establish a program for academic cooperation in the areas of mutual interest, and in accordance with terms and conditions set forth, Annexure-1.
2. **Program Timeline:** The program will be implemented between **1<sup>st</sup> April 2024**, and **31<sup>st</sup> March 2025**.
3. **Responsibilities:**
  - i) **GDGU**
    - Provide faculty and Optometry related content to support the Outreach Program Eye-Screening Certification Course.
    - Identify and select eligible students for the Lens Lab visit and internship.
    - Provide administrative support for the Agreement.
    - Cost of travel to Outreach Programs and Lens Lab Visit will be borne by participants or GDGU.
  - ii) **VSPL**
    - Develop and deliver the Outreach Program Eye-Screening Certification Course.
    - Host the Lens Lab visit and internship for GDGU students.
    - Industry related Content for training certification course to be created by VSPL.
4. **Indemnification:** Both parties shall fully indemnify each other against all actions, claims, proceedings, costs, damages, and all legal costs or other expenses and losses incurred or suffered by either party arising directly or indirectly out of or in relation to: (a) any breach of any terms of this Agreement (including but not limited to any claim or action by a third party alleging infringement of any intellectual property rights of such third party); or (b) any claim by third party (including without limitation claims by any employee or agent of either party or the general public) for any damage, injury, loss or accident sustained in relation to either party's performance of the Contract, provided such damage, injury, loss, or accident is not caused by the gross negligence or willful default of either party Further, both parties declares



*Anuradha*



B-152  
3rd Floor  
*Hanish*

that they have not been convicted nor they are the subject of any investigation, inquiry, or enforcement proceedings by the relevant authorities of any actual or suspected breach of clauses hereby mentioned in policies and will report in future of any actual or suspected breach as soon as reasonably practicable and to the extent permitted by law to each party.

5. **Changes by Mutual Consent:** There would not be any change in the terms and conditions of this Agreement until it is mutually agreed in writing by both the parties of the Agreement.
6. **Dispute Resolution:** Both parties agree to use their best efforts to amicably settle all disputes arising out of or in connection with this Agreement including any question regarding its existence, validity, interpretation, breach, or termination (a "Dispute"). If the Dispute cannot be resolved amicably, it shall be finally and exclusively resolved by arbitration vide a sole arbitrator as per Arbitration & Conciliation Act, 1996. The sole arbitrator shall be appointed as per the Rules. The seat/venue of the arbitration shall be Uttar Pradesh, India, and the language of the arbitration shall be English only. All aspects of arbitration shall be confidential. The award (interim, final, or otherwise) of the sole arbitrator shall be final and legally binding on the Parties with any right to appeal or assail such award in any Court or any other authority being fully waived off by the Parties. The Parties agree to only approach the sole arbitrator for any interim relief and waive off any right to approach any Court or any other authority for the same. The Parties agree that the only purpose for which they may approach a Court is for execution of the sole arbitrator's award. If, the dispute is not resolved through arbitration proceedings, then the Court of Uttar Pradesh, India, shall have the jurisdiction to try, determine, and entertain the dispute. Subject to aforesaid, Courts at Uttar Pradesh, India, shall have exclusive jurisdiction in matters concerning this Agreement.
7. **Entirety:** This document and all attached or incorporated documents contain the entire Agreement between the parties and supersedes any previous understanding, commitments, or agreements, oral or written.
8. **Termination:** Either party may terminate this Agreement, upon prior written 30 days' notice to other party. In case any party breaches this clause then that party would bear the cost of damages caused to the other party.
9. **Non-Compete:** During the term of this Agreement and eighteen (18) months thereafter, both the parties agree not to solicit the vendors and partners of the other party. If any of the party breaches this clause then the other party is having full authority to initiate any legal proceedings to recover the damages caused to that party due to this breach.
10. **Non-Solicitation:** During the term of this Agreement and for a period of one (1) year after the expiration or termination of this Agreement for any reason, each party hereto agrees that it shall not: (a) directly or indirectly induce any partners or customers/clients of the other party, (b) directly or indirectly request or advise any customer/client of the other party to withdraw, curtail, or cancel such customer's or client's business with the other party; (c) directly or indirectly disclose to any other person, partnership, corporation or association, the names or addresses of any of the customers/clients of the other party; (d) induce or attempt to induce any employee, agent or former employee or agent of the other party to leave the employ of the other party, or hire any such employee, agent or former employee or agent in any business or capacity; or (e) make any statement disparaging the other party, any member, principal, officer, director, shareholder, employee or agent thereof, to any person, firm, corporation or other business organisation whatsoever.



*Anuradha*



B-152  
3rd Floor  
Sector-6  
NOIDA

- 11. Confidentiality and Data Protection:** Both parties agrees (a) that it will use the Confidential Information solely for performance of its agreed activities, (b) that it will hold the Confidential Information in strict confidence, and (c) that it will disclose the Confidential Information only to those who have a need to know the Confidential Information to perform its agreed activities and who have been informed of the confidential nature of the information and who have agreed to keep it in confidence. Both parties shall ensure strict compliance with regards to confidentiality by anyone (its employees, staff, subcontractors, etc.) to whom the information has been disclosed on a need-to-know basis. Both parties will not disclose any Confidential Information to third parties not authorised to receive such Confidential Information. Further, both parties will not copy, decompile, reverse assemble, create derivative works, etc.

*The term "Confidential Information" will mean any non-public information provided by one party to other party concerning, outreach program, costing and/or other technical information relating to the one party, including, without limitation, , technical information, and know-how, specification and plans, software programs and source documents, patents and patent applications, and other information related to the current, future, and proposed programs, together with data and plans, operational information such as purchasing, manufacturing, beneficiary data, and financial information. This Agreement will cover all information, whether oral or in writing, or whether specifically identified/marked as "Confidential" or not at the time of disclosure, shall be kept as confidential by other party. This Agreement will be applicable to the data shared within India and abroad and both parties will ensure that they abide by the rules and regulations of the concerned country/countries with respect to data protection and privacy, applicable for the time being in force as mandated by the statutory authorities.*

- 12. VSPL** shall have custody and be the beneficial owner of all the data of the patents and/or beneficiaries including any course/training material developed and will ensure that it is safeguarded as per regulatory mechanism for data protection and privacy, and its corresponding Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules ("the IT Rules"), and other relevant laws and provisions. If **GDGU** requests for such data, **VSPL** may share the data in exceptional circumstances (for audits, research, etc.) with **GDGU** provided **GDGU** takes responsibility and confirms that suitable mechanisms are adopted to ensure that the credentials of beneficiaries are not disclosed in any manner and the confidentiality and the privacy is maintained, and the misuse of data knowingly/unknowingly is avoided, directly or indirectly.

Both the parties shall also comply with all statutory laws/rules/legislations related to data protection including but not limited to Information Technology Act, 2000, and Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011.

- 13. Force Majeure:** No party shall be deemed to be in default in respect of non-performance of its obligations hereunder nor be held responsible for any delay or failure in performance of any part of this Agreement, in whole or in part, caused by Force Majeure, provided that the affected party gives the other party prompt written notice of such inability and the nature, cause and expected duration of the Force Majeure and uses all commercially reasonable efforts to remedy the situation and remove, so far as possible and with reasonable dispatch, the cause of its inability to perform; provided that there shall be no obligation on a party so affected to settle labour disputes or to test or to refrain from testing the validity of any order, regulation or law in any court having jurisdiction. The party affected by Force Majeure shall give prompt notice of cessation of the cause thereof.



*Anurag*



*Handwritten signature*

#### 14. Miscellaneous:

##### • Notices

Any notices required to be given in relation to this Agreement by either party to the other shall be in English and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier to the other party at the addresses stated below:

(a) **Contact person for GDGU:** Ms. Anitha Arvind

Email: [anitha.arvind@gdgu.org](mailto:anitha.arvind@gdgu.org)

Address: G D Goenka Education City, Sohna Gurgaon Road Sohna, Haryana, India

(b) **Contact person for VSPL:** Ms. Shilpi Chopra

Email: [shilpi.chopra@visionspring.org](mailto:shilpi.chopra@visionspring.org)

Address: B-152, 3rd Floor, Sector-6, Noida-201301, Uttar Pradesh, India

or as otherwise specified by the relevant party by notice in writing to the other party. Any notices shall be effective only upon actual receipt at the appropriate address.

#### 15. No Partnership/Joint Venture/Agency

Nothing in this Agreement shall be deemed to create a partnership and/or relationship of joint venture/agency whatsoever between the parties. Neither party has the right to represent, commit, or bind the other in any way.

#### 16. Non-Exclusivity

The relationship is non-exclusive, and the Parties shall have the ability to form similar or different relationships with other institutions or entities of their choice.

#### 17. Assignment

Neither party, except for its authorised channel partners, may assign, charge, or otherwise deal with its rights and/or obligations under this Agreement without the prior written consent of the other party. Save that the parties will be entitled to assign their rights and/or obligations to affiliates at any time.

#### 18. Variation and Waiver

A provision of this Agreement and/or a right created under it may not be waived or varied except in writing and signed by both parties.

#### 19. Intellectual Property

VSPL will provide the Logo on request of GDGU for awareness purposes. Both parties undertake not to use the trade name, trademark, logo or other marks or representations or any information related to any of its programs of the other party without prior written approval. Both parties hereby acknowledge and agree that the trademarks, service marks, logos, and trade names identifying or used in connection with each party, whether or not registered, are their sole property of that party and no right, title or interest can be claimed on the same.

**Point of Contact:** The following people will be single points of contact for the program implementation:

- On behalf of **GDGU**, Ms. Anitha Arvind.
- On behalf of **VSPL**, Ms. Shilpi Chopra.

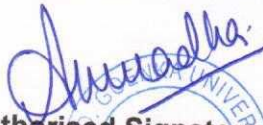


**Signed in Duplicate:**

This AGREEMENT has been executed in duplicate with each copy being an original version with equal legal validity.

IN WITNESS WHEREOF, this Agreement was signed by the parties under the hands of their duly authorised officers and made effective as of the Effective Date.

**For G.D. Goenka University (GDGU)**

  
**Authorised Signatory**  


**For VisionSpring Private Limited (VSPL)**

  
**Authorised Signatory**  


**Program Scope:**

- i) **Outreach Program Eye Screening Certification Course**
- Proposed Name: Community Vision Screening Expert
  - Course Duration: 3 hours a week, spread over 3 months.
  - Mode: Hybrid (online and some sessions in person)
  - Visit to VSPL Supply Chain Centre and Manufacturing Unit: After mutual agreement of both parties.
  - Trainings logistics to be arranged by VSPL and GDGU in collaboration.
  - Utilise Training infrastructure of GDGU for Learning and Development purposes after mutual consent of both parties.
  - Course Fees: To be decided by both parties mutually.
  - Course Eligibility: Free for GDGU students and VSPL employees for the first year. For other participants, a nominal fee of INR 5,000/- per participant will be charged. Such payments will be shared by both parties equally.
  - Course Outline: As given in Annexure-2.
- ii) **VSPL Lens Lab Visit by GDGU Students**
- Eligibility: 2<sup>nd</sup> and 3<sup>rd</sup> year GDGU students
  - Purpose: Summer internship for Lens lab technician in VSPL's Lens lab
  - Industrial Visit: VSPL will organize a visit to its Lens lab for 3rd year students in two batches, with 15 students per batch.
  - The first visit would be free for GDGU students for the first year of collaboration. Thereafter, INR 1,000/- per student shall be charged by VSPL.
- iii) **Internship**
- Eligibility: GDGU students
  - Process: GDGU will share students' profiles first.
  - Duration: 3 months and/or 6 months
  - Start Date: July each year.
  - Selection Process: A joint screening process will be conducted by GDGU and VSPL, a year in advance.



**Community Vision Screening Expert Certification Program**

**Course Outline:**

**MODULE 1**

- **Community Outreach**
  - Definition of Community Outreach.
  - Importance of Community Outreach in Eyecare Delivery.
  - Different Types of Outreaches.
  - Functional Areas and Ophthalmic Paramedic Levels.
  - Programmatic Areas in Outreach Program.

**MODULE 2**

- **Logical Framework**
  - Problem Statement.
  - Process.
  - Output.
  - Outcomes.
  - Impact Assessment.
- **Mission and Programmatic Areas**
  - India Clear Vision Mission.
  - See to Earn.
  - See to Learn.
  - See to be Safe.
- **Standard Operating Procedures (SOPs) for Outreach**
  - Documentation.
  - Initiation.
  - Planning.
  - Implementation.
  - Monitoring.
  - Closure.
  - Reporting.

**MODULE 3**

- **Monitoring and Evaluation (M&E)**
  - Data Collection (including Digital Data Capture, Data Management, and Insights Generation).
  - Key Performance Indicators (KPIs).
  - Dashboards and Reports.
  - Program Quality.
  - Program Experience.
  - Supportive Supervision (SSV).
  - Software Demonstrations.



## MODULE 4

### • Eye-Screenings and Outreach Planning

- Project Management.
- Project Budgets.
- Rosters, Schedules, and Field Deployment.
- Logistics.
- Identification of Target Segment.
- Permissions, Mobilization, and Awareness Creation.
- Pre-Screening.
- Visual Acuity.
- Refraction.
- Counselling.
- Optical Dispensing.
- Debriefing.
- Inventory Management for Eyeglasses.
- Eye-Screening Equipment and Collateral.
- Vision Drums.
- Trial Sets.
- Hand-Held Retinoscopes.
- Autorefractometers.
- LogMAR Charts.
- Snellen Charts.
- Outreach Camp Visit and Practical Demonstrations.

## MODULE 5

### • Eyeglasses and Importance of Supply Chain

- Types and Varieties of Eyeglasses.
- Material and Specifications of Eyeglasses.
- Importance of Quality for Eyeglasses.
- Eyeglasses for Adults and Children.
- Corrective Eyeglasses.
- Reading Glasses.
- Frames.
- Prescription (Rx) Eyeglasses.
- Frames for Pop-Ins.
- Protective Eyeglasses.
- Sunglasses.
- Post Operative Glasses (POGs).
- Importance of Supply Chain for Eyeglasses.
- Supply Chain Centre Visit and Practical Demonstrations.

## MODULE 6

### • Lenses and Lens Lab

- Types, Grades, and Quality of Lenses.
- Importance of Lens Clarity.
- Nomogram and Pop-Ins.
- Lens Grinding, Cutting, and Edging.
- Lens Fitting.
- Inventory Management for Lenses.
- Stock Lenses.
- Repairs of Lenses and Eyeglasses.
- Lens Lab Tour and Practical Demonstrations.



## MODULE 7

- **Fundraising**

- Awareness and Advocacy.
- Types of Funders and Donors.
- Employee Volunteering.
- Process and Mapping.
- Events.
- Dos and Don'ts.
- Grant Management and Reporting.
- Legality.

