



महाराष्ट्र MAHARASHTRA

● 2022 ●

19AA 341875

प्रधान मुद्रांक कार्यालय, मुंबई.  
प.मु.वि.क. ८००००७  
30 JUN 2022  
सक्षम अधिकारी

### Testing Agreement

श्री.दि.क.गवई

This Testing Agreement dated 13<sup>th</sup> Sept, 2022, by and between Aumeesh Tech Private Limited with CIN No - U33100MH2019PTC328588 having registered office at Gala No. -1, Near Vatika Building, Hanuman Road, Opposite IIT market Gate, Powai Mumbai 400076 represented by its authorized signatory Mr. Aneesh Karma (Hereinafter referred to as **the Company**)

WITH

Mahatma Gandhi Mission Institute of Health Sciences, a deemed to be University under section 3 of the UGC Act, through its University Department of Prosthetics and Orthotics, MGM Educational Campus, Sector1, Kamothe, Navi Mumbai-410209 (Hereinafter referred to as **INSTITUTE-1**)

AND

Mahatma Gandhi Mission Institute of Health Sciences, a deemed to be University under section 3 of the UGC Act, through its MGM School of Physiotherapy, MGM Educational Campus, Sector1, Kamothe, Navi Mumbai-410209 (Hereinafter referred to as **INSTITUTE-2**)

Institute-1 and Institute-2 hereinafter collectively are referred to as The Institutes.

001804

- 8 JUL 2022

जोडपत्र-9 / Annexure-I  
फक्त प्रतिज्ञापत्रासाठी / Only for Affidavit

मुद्रांक विक्री नोंद वही अनु. क्रमांक/दिनांक  
Sales Register Serial No/Date:

मुद्रांक विकत घेणाऱ्याचे नांव व रहिवाशी पत्ता व सही  
Stamp Purchaser's Name/Place of  
Residence & Signature

श्री राजन गणपत शिंदे परवानाधारक मुद्रांक विक्रेता  
परवाना क्रमांक एल.एस.वही.-60000009

जी-३, हेनु क्लासिक इमारत, अन्का विहार हॉटेलच्या बाजूला,  
एल.आय.सी. कार्यालयाच्या मागे, एस.व्ही.रोड,  
मालाड (पश्चिम), मुंबई-४०० ०६५

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्याच कारणासाठी  
मुद्रांक खरेदी केल्यापासून ६ महिन्यात दापरणे बंधनकारक आहे

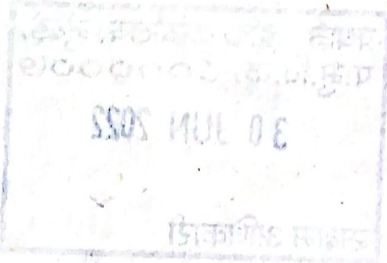
Tel.: 28807359 / Mob.: 9820141066

*Devendra Trivedi*

Advocate High Court

4-2, Madhav Niwas, J. P. Marg, Khar (W)

8 JUL 2022



## **WHEREAS**

- A. Aumeesh Tech is the owner and inventor of Mechanical Stable Orthosis (Knee Ankle Foot Orthosis) M.S.O.K.A.F.O.-An Orthotic Brace.
- B. MGM Institute's University Department of Prosthetics And Orthotics is a constituent unit of MGMIHS and imparts education through the B.P.O. course conducted by it and engages in clinical research and training activities.
- C. MGM School of Physiotherapy is also a constituent unit of MGMIHS and imparts education through the BPT, MPT and PhD programs conducted by it and engages in clinical research and training activities.
- D. The objective of this Testing Agreement is to enable the Institutes and the Company to work together and to enable the company to collaborate with the institutes to refine and test the MSO-An Orthotic Brace to be used during Clinical Studies and utilize the expertise of the Institutes during the clinical Study of the MSO-An Orthotic brace.
- E. The Institutes have appointed Dr. Uttara Deshmukh (Associate Professor & Head, Department of Prosthetics and Orthotics) as an overall coordinator for this project.
- F. The parties hereto are desirous of recording the terms and conditions of Testing Agreement in writing

The Parties ( Company and Institutes) after discussions and interactions have mutually agreed to the following terms and conditions:

### **1. SCOPE OF WORK**

The Parties agree to conduct the refining and testing of MSO, MSO-An Orthotic brace in a controlled environment based upon the terms and conditions contained in this Agreement and in terms of the written protocol to be mutually agreed between the Institutes and the Company prior to the time of the Testing. The Institutes shall get clearance from the Institutional Review Board and Ethics Committee and communicate the same to the Company, which will be final and binding on all the parties.

### **2. CARE AND SKILL:**

(2.1) The Institutes, their employees and their staff will:-

- a) Be responsible for proper conduct of the Refining and Testing under the supervision of its domain experts.
- b) Exercise all due care, diligence and skill necessary for carrying out refining and testing activities.
- c) Use reasonable endeavors to complete the agreed work within the time specified or extended time as agreed by the parties in writing.
- d) Obtain the Informed Consent of the concerned participants.
- e) Keep the record of the participant and the Institutes and the company confidential;

(2.2) The Company, its employees and staff will: -

- a) Supply the necessary raw materials and MSO Knee Joint units to the Institute-1, to conduct the refining and testing, and all the required information for the purpose of the testing.
- b) Provide a list of participants who have provided their written consent for participating in the testing of the MSO after being informed by the Company of the Usage protocol, its purpose, the probable inherent risks involved etc. (The "Informed Consent")

(2.3) The parties agree that their respective authorized representatives shall remain present at the time of testing, participate therein and sign the daily report/daily work done report as a mark of approval of the quality and procedure of testing done by the Institutes. The said report/daily work done report shall be evidence of the fact that the testing has been done as per the approved procedure, methods and standard operating procedures of the Parties.

### **3. TESTING REPORT:**

All the reports (including the Testing Report) testing data and materials used for the purpose of this Agreement shall be owned by the Company and the Institutes may use the Testing Report for any purpose as deemed necessary including internal research, teaching, archival purposes and publication upon the approval of the Company. The Institutes will keep, maintain and regularly update the testing report and shall upon demand in writing by the company, through their authorized representatives provide copies as requested.

### **4. MEETING OF THE EXPENSES**

#### **4.1 Costs and Expenses.**

The Company shall bear all the expenses and cost of refining and testing. However, all these expenses or costs to be taken up need to be pre-approved with a written confirmation from the company. The parties agree that the Institutes shall not commence testing of the MSO-An Orthotic brace till the written confirmation is received by the Institutes.

#### **4.2 Consultancy/expert advice, Administrative, staff, and other expenses.**

The Company hereby agrees to provide the Institute-1 with the raw materials and the knee joint to make the K.A.F.O.

The Company hereby agrees to pay the Institute-1 an amount of sum of total Rupees 3,000/- per K.A.F.O. towards consultancy/expert advice, administrative, staff, tools & equipment, lab testing and other expenses & also all the raw materials required for fabrication of all M.S.O. K.A.F.O. during the study.

The Company hereby agrees to pay Institute-2 an amount of sum of total Rupees 5,000/- per patient towards all the Gait Analysis mentioned in the clinical research proposal to be conducted in their lab/facility.

The aforesaid amount shall be transferred by the Company upon the successful fitting of the K.A.F.O. and the subsequent verification by the Institutes in the bank account of the Institute-1 and Institute-2, as below:

**Institute-1**

Mode of payment: RTGS/NEFT

Name: MGM Institute's University Department of Prosthetics and Orthotics.

Postal Address: 3<sup>rd</sup> Floor, MGM Educational Campus, Plot No. 1 & 2, Sector -10, Kamothe Navi Mumbai - 410209.

**Bank details:**

Payable at Mumbai.

PAN No: -AACTM0014C

A/C Number: 0183104000175944

Bank Name:- IDBI Bank

Branch: -CBD Belapur, Navi Mumbai

IFSC: - IBKL0000183

MICR Code: - 400259023

Beneficiary Contact No.: - 022-27432471/2994/7969

**Institute-2**

Mode of payment: RTGS/NEFT

Name: MGM School of Physiotherapy , Navi Mumbai

Postal Address: : MGM Educational Campus, Plot No. 1 & 2, Sector -01, Kamothe Navi Mumbai - 410209.

**Bank details:**

Payable at Mumbai.

PAN No: - AACTM0014C

A/C Number: 0183104000163019

Bank Name:- IDBI Bank

Branch: -CBD Belapur , Navi Mumbai

IFSC: - IBKL0000183

MICR Code: - 400259023

Beneficiary Contact No.: - 022-27437821/022-027437866

## **5. INTELLECTUAL PROPERTY**

### **5.1 Pre-existing intellectual property.**

Ownership of inventions, discoveries, works of authorship, and other developments existing as of the Effective Date and all patents, ("**Pre-existing Intellectual Property**") is not affected by this Agreement. No party shall have any claims to or rights in any Pre-existing Intellectual Property of the other party, except as may be expressly provided in any other written agreement between the parties.

### **5.2 Intellectual Property Agreements.**

Intellectual Property (IP) generated as part of or as a consequence of the Testing shall be owned by the company alone. The Institutes will inform the company if any IP is created and will cooperate and provide consent for IP rights, making applications for registration including provisional registration etc.

## **6. TESTING DATA**

### **6.1 Testing Data.**

The Institutes shall maintain all the Testing results and may use it for any purpose including for research, teaching, educational, archival or auditing purposes. Original testing data entirely remains the sole property of the Institutes. The Company cannot share these results with any third party without prior written consent of the Institutes.

### **6.2 Protocol for Testing.**

The Institute and the Company shall agree on the Protocol to enable the Institute 1 to conduct the Testing M.S.O. K.A.F.O. The Institute 1 is responsible for proper conduction of the testing of M.S.O. K.A.F.O. to be provided to the patient under the supervision of domain expert. Title and ownership of the Protocol will always remain with the company.

## **7. CONFIDENTIAL INFORMATION**

The Institutes and Company recognize that conducting the Refining and Testing may require the transfer of confidential or proprietary information between the parties. All documents, information, materials, and data provided to the Institutes by the company and Vice-versa will be considered confidential information only if marked as "confidential" (**"Confidential Information"**). Both the parties shall ensure that the information is shared only with those employees, staff or parties who have a need to know the confidential information and shall procure confirmation that all such parties agree to be bound by this Confidentially Clause and terms of this Agreement.

## **8. PUBLICATION**

Both the Institutes and the Company recognize the data generated from the development, use, testing and Clinical Study of MSO K.A.F.O. are publishable and of public-interest. The Institutes retains the right at their discretion to publish freely any of such data and the company may receive an acknowledgement in any such publication. The institutions shall be permitted to present the data at symposium, International & national or any other regional professional meetings and to publish in journals, dissertations, or otherwise of their own choosing, provided that the Company shall have the furnished copies of any proposed publication or presentation at least fifteen days in advance of the submission of such proposed publication or presentation to a journal, editor or other third party. The Company shall have ten (10) days after receipt of said copies to object or to suggest modifications to such proposed presentation or publication because there is patentable subject matter which needs protection. In the event the company makes such an objection, the institute shall refrain from making such publication or presentation.

## **9. TERMINATION**

The Testing Agreement will continue until the Testing is completed by the Institutes or to the maximum limit of one year commencing from the effective date of this agreement. Termination can be done by either parties with 2 months notice period in writing.

## **10. NOTICES**

Any notices given under this Agreement will be in writing and delivered by e-mail or speed post or by hand addressed to the parties as follows:

### **For the Company:**

Aumeesh Tech Private Limited  
Gala No. -1, Near Vatika Building, Hanuman Road,  
Opposite IIT market Gate, Powai Mumbai 400076

### **For the Institute 1:**

MGM Institute's University Department of Prosthetics and Orthotics,  
MGM Institute of Health Sciences,  
Sector 1, Plot No 1&2, Kamothe, Navi Mumbai, India.

### **For the Institute 2:**

MGM School of Physiotherapy,  
MGM Institute of Health Sciences  
Sector 1, Plot No 1&2, Kamothe, Navi Mumbai, India.

## **11. PUBLICITY**

Neither party will identify the other in any promotional advertising or other promotional materials to be disseminated to the public or use the name of any faculty member, employee, or student or any trademark, service mark, trade name, or symbol of the other, including without the other party's prior written consent.

## **12. INDEMNITY**

The Company hereby agrees jointly and severally to indemnify the Institutes, its representatives, administrators, and properties from and against all action, demands, proceedings, prosecutions, attachments, and the like arising out of its liabilities and all charges, taxes, etc.

## **13. FORCE MAJEURE**

The parties will not be liable to any failure to perform as required by this Agreement, if the failure to perform is caused by circumstances reasonably beyond Institute's control, such as accidents, failure of any governmental approval required for full performance, civil disorders or commotions, acts of aggression, lockdowns, acts of God, energy or

other conservation measures, explosions, failure of utilities, mechanical breakdowns, material shortage, disease, thefts, or other such occurrences.

## **14. MISCELLANEOUS**

### **14.1 Assignment.**

Neither party may assign this Agreement without the prior written consent of the other party.

### **14.2 Survival.**

Any of the sections that include any other rights and obligations under this Agreement which by their nature should survive, shall survive the expiration or termination of this Agreement.

### **14.3 Divisibility.**

If any provision of this Agreement becomes or is declared illegal, invalid, or unenforceable, such provision will be divisible from this Agreement and will be deemed to be deleted from this Agreement. If such deletion substantially alters the basis of this Agreement, the parties will negotiate in good faith to amend the provisions of this Agreement to give effect to the original intent of the parties.

### **14.4 Independent Contractors.**

Institutes and Company are independent contractors and neither is an agent, joint venture partners, or partner of the other.

### **14.5 Order of Precedence.**

In the event of any inconsistency between the terms of this Agreement and the documents referenced or incorporated herein or any other agreement concerning this Refining and Testing between the Parties and their employees, the terms of this Agreement will prevail.

### **14.6 Entirety.**

This Agreement represents the entire Agreement and understanding between the parties and their employees with respect to its subject matter and supersedes any prior and/or contemporaneous discussions, representations, or agreements, whether written or oral, of the parties regarding this subject matter.

### **14.7 Amendments.**



The Amendments or changes to this Agreement must be in writing and signed by duly authorized representatives of the parties.

#### 14.8 Dispute Resolution.

In event of dispute, differences or claim between the parties concerning the interpretation of any provision of this agreement or the performance of any of the terms/obligations of/under this Agreement, such matter or matters in dispute, difference or claim shall be first settled amicably by mutual discussion between the Vice Chancellor/Registrar of MGMIHS and the Aumeesh Tech Private Limited failing which through the Arbitration process as per the Arbitration Act. The place of the arbitration shall be at Navi Mumbai. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Navi Mumbai.

#### 14.9 Counterparts.

This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one and the same Agreement, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed counterparts.

IN WITNESS WHEREOF, these duly authorized representatives of the parties hereby execute this Agreement, including all the terms and conditions which follow.

**FOR AUMEESH TECH PVT. LTD**



Mr. Aneesh Karma

Gala No. -1, Near Vatika Building,  
Hanuman Road, Opposite IIT  
market Gate, Powai Mumbai  
400076

Date:-

26/09/2022



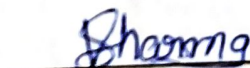
**FOR MGM INSTITUTE'S UNI.  
DEPT. OF PROSTHETICS  
AND ORTHOTICS**



Dr. Rajesh B. Goel,  
Registrar, MGM Institute of Health Sciences,  
Kamothe, Navi Mumbai.

Date: - 26/09/2022

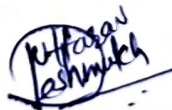
**FOR MGM SCHOOL OF  
PHYSIOTHERAPY**



Mr. Vipul Sharma  
Gala No. -1, Near Vatika Building,  
Hanuman Road, Opposite IIT  
market Gate, Powai Mumbai  
400076

Date: -

26/09/2022



Dr. Uttara Deshmukh (P&O),  
Associate Professor & I/c Principal,  
MGM IUDDPO,  
Kamothe, Navi Mumbai.

Date:

26/09/2022



Dr. Rajani P. Mullerpatan  
Professor & Director  
MGM SOP  
Kamothe, Navi Mumbai.

Date: -

26 Sep 2022

