

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN



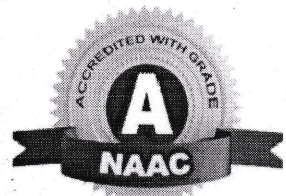
Visual Eyez India

registered office at 1st Floor, House No, C-39, C Block, Pocket C, Sector 20, Noida, Uttar Pradesh 201301

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SWAMI VIVEKANAND
SUBHARTI
UNIVERSITY
UGC Approved Meerut



SWAMI VIVEKANAND SUBHARTI UNIVERSITY

Subhartipuram, NH-58, Delhi-Haridwar Bypass Road, Meerut – 250002

MEMORANDUM OF UNDERSTANDING

1. Preamble:

This Memorandum of Understanding (MOU) is entered into on 11th September, 2025 by and between **Visual Eyez India**, Noida and **Swami Vivekanand Subharti University**, Meerut, to establish a framework for Research Collaboration, Internship and Placement. This MOU reflects the mutual intent of both parties to work together in areas of shared interest, leveraging their respective strengths to enhance knowledge, innovation, and institutional growth. While this document is not legally binding, it signifies the commitment of both parties to cooperate in good faith to achieve the objectives outlined herein.

2. Parties Involved:

Visual Eyez India having its registered office at 1st Floor, House No, C-39, C Block, Pocket C, Sector 20, Noida, Uttar Pradesh 201301, India, represented by its Founder & Director **Dr. Rajeev Prasad**, throughout this Agreement, the term "**First Party**" or "**Visual Eyez India**" shall refer to **Visual Eyez India** in its capacity as the First Party, unless expressly stated otherwise.

AND

Swami Vivekanand Subharti University, located at Subhartipuram, NH-58, Delhi-Haridwar Bypass Road, Meerut, acting through its Registrar (hereinafter referred to as "SVSU" or the "Second Party"), Throughout this Agreement, the term "Second Party" or "SVSU" shall refer to Swami Vivekanand Subharti University in its capacity as the Second Party, unless expressly stated otherwise.

Both Parties may be referred to individually as a "Party" and collectively as the "Parties."

Whereas the parties desire to memorialize certain terms and conditions of their anticipated endeavour, now therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

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3. Scope of Collaboration-

- **Joint Research Activities:** Both parties will encourage and undertake joint research, including preparing and submitting research proposals to funding agencies, and publishing high-quality research and review articles by faculty members of SVSU and scientific personnel of Visual Eyez India.
- **Hands-on Training and Lab Exposure:** Visual Eyez India will provide lab-based training at its molecular diagnostic facility. This includes modules on sample preparation, machine handling, data reporting, and practical exposure in oncology diagnostics, infectious disease labs, and preventive genomics.
- **Workshops and Training:** Regular hands-on training and workshops will be conducted on drafting research proposals, research grants, and research articles.
- **Placement Support:** Visual Eyez India will organize and coordinate all aspects of the placement process, including job interviews, group discussions, and assessments. SVSU will provide necessary infrastructure for recruitment drives.
- **Internships and Placements:** The collaboration aims to provide internships and placements for undergraduate & postgraduate students enrolled in and graduated from Bachelor of Optometry (BOPT) & Master of Optometry (MOPT) program. Visual Eyez India may offer employment to graduated students based on discretion, opportunity, requirement, and student performance. SVSU will nominate eligible students for placements.

4. Objectives of the MoU- The Memorandum of Understanding (MOU) aims to establish a collaborative framework between **Visual Eyez India** and **SVSU** has following objectives:

- Establish a collaborative framework for various academic and professional activities
- Joint Research Project Writing
- Research Paper Publication
- Hands-on Training
- Workshops and Training
- Placements of Undergraduate and Postgraduate Students enrolled in and graduated from Bachelor of Optometry (BOPT) & Master of Optometry (MOPT) programs.

- Leverage strengths of both parties to provide research support, workshops, internships, and placements to students.

5. Role and Responsibilities:

First Party- Visual Eyez India agrees to:		
S. No.	Role/Responsibility	Details
1	Hands-on Training & Lab Exposure	<p>Students will receive lab-based training at Visual Eyez India.</p> <p>Modules will include sample preparation, machine handling, data reporting.</p> <p>Practical exposure in areas such as oncology diagnostics, infectious disease labs, and preventive genomics</p>
2	Skill-Based Certificate Programs	<p>Visual Eyez India will provide structured short-term certification programs in:</p> <ul style="list-style-type: none"> • Vision Therapy • Neuro-Optometric Rehabilitation • Sports Vision • Myopia Control • Contact Lens
3	Conducting Regular Placement Interviews	<p>To conduct and organize the Hands-on training and workshops how to draft research proposals, Research Grants and Research Articles, also conduct the internships and placement drives for student on regular basis.</p>
4	Student Recruitment & Placement Coordination	<p>Visual Eyez India may offer employment to graduated students as per its discretion, based on various factors including opportunity & requirement in the Company, performance of the students in academics, results of the interviews/screening process conducted by Visual Eyez India.</p>

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5	Placement Support	Organize and coordinate all aspects of the placement process (job interviews, group discussions, assessments) between the students and Visual Eyez India.
6	Feedback and Support	Collaborate with faculty to identify and address skill gaps in students.

Second Party Swami Vivekanand Subharti University, located at Subhartipuram, NH-58, Delhi-Haridwar Bypass Road, Meerut, **agrees to:**

S. No.	Role/Responsibility	Details
1	Student Nomination and Preparation	Identify and nominate eligible and interested students having successfully complete Bachelor of Optometry programmes from Subharti College of Allied and Healthcare, Faculty of Allied Health Sciences for placements. Only if Visual Eyez India (including its affiliates, group companies) is unable to offer employment to any student, Swami Vivekanand Subharti University will be permitted to create an opportunity for the students with other organization after providing the details of such organization to the Company.
2	Infrastructure Support	Provide Visual Eyez India with the necessary infrastructure and support for conducting recruitment drives, such as seminar halls, projectors, and internet access.
3	Coordination and Communication	Facilitate effective communication between students and Visual Eyez India representatives. Coordinate schedules and ensure smooth execution of campus recruitment drives, training programs, and workshops.
4	Guidelines and Compliance	Ensure students adhere to the guidelines and standards set by Visual Eyez India during employment.

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6. Financial Term: Each Party shall be responsible for its own expenses unless otherwise mutually agreed in writing prior to initiating any collaborative activity that entails financial commitments. It is clarified that there is no monetary exchange between the Parties.

7. Duration and Termination: This MOU shall remain effective for 3 years from the date of signing and may be renewed upon mutual written agreement of both Parties. Either Party may terminate this MOU with 30 days prior written notice.

8. Confidentiality: Each Party agrees to keep confidential all information exchanged in connection with research activities under this Memorandum of Understanding (MOU). "Confidential Information" includes technical, business, marketing, policy, and other relevant data disclosed by one Party to the other. Each Party will prevent any third-party disclosure of such information. These confidentiality obligations will remain in effect for two (2) years after the termination of the MOU.

9. Intellectual Property: The intellectual property rights of each Party, including but not limited to copyrights, trademarks, patents, and trade secrets, shall remain solely with the respective Party. Neither Party shall use the other Party's intellectual property without prior written consent, and nothing in this MOU shall imply a transfer of ownership.

10. Liability : Each Party agrees to indemnify, defend, and hold harmless the other Party, including its officers, employees, and agents, from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from (a) any breach of this MOU by the indemnifying Party, or (b) any act or omission by the indemnifying Party in connection with the performance of its obligations under this MOU, except where such claims, damages, or liabilities are caused by the gross negligence or willful misconduct of the other Party. Neither Party shall be liable for any indirect, incidental, consequential, or punitive damages arising out of or in connection with this MOU, regardless of prior notice of the possibility of such damages.

11. Waiver: The failure of either Party to enforce any provision of this MOU or to require the performance of any obligation under this MOU by the other Party shall not be deemed a waiver of such provision or obligation, nor shall it affect the validity or enforceability of this

Handwritten signature and date:
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MOU. Any waiver of a provision or obligation by either Party must be explicitly set forth in writing and shall not be construed as a waiver of any subsequent breach or default of the same or any other provision of this MOU.

12. Severability: If any provision of this MOU is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed severed from this MOU, and the remaining provisions shall continue in full force and effect, unaffected by the invalidity or unenforceability of the severed provision. The Parties further agree to negotiate in good faith to replace any such invalid or unenforceable provision with a valid and enforceable provision that closely reflects the original intent and purpose of the severed provision, to the extent permitted by applicable law.

13. Amendments and Modifications: Either Party may request in writing a revision, Variation or Amendment of this MOU which shall be duly considered by the other party and agreed upon. Any such revision, variation of amendment agreed to by Parties shall be in writing and shall form part of this MOU. Such revisions, variation of amendment shall come into force on such date as may be determined by the Parties.

14. Notice: Any notice, request, demand, or other communication required or permitted under this Agreement shall be in writing and shall be deemed duly given if delivered personally, sent by registered or certified mail with return receipt requested, sent by a recognized courier service, or sent via email to the addresses or email IDs of the Parties as specified in this Agreement or as subsequently updated by written notification. Notices delivered personally shall be effective upon delivery; those sent by registered or certified mail shall be deemed received three (3) business days after mailing; those sent via courier service shall be effective on the delivery date confirmed by the courier. Notices sent via email shall be deemed effective upon receipt of an acknowledgment or reply email from the recipient Party. Either Party may update its address or email for notices by providing written notice to the other Party in accordance with this clause.

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Visual Eyez India Officer for Sending Notice				
Name	Designation	Communication Address	Contact No	e-mail
Dr. Rajeev Prasad	Founder & Director	Visual Eyez -Only Optometric Vision Therapy, Neuro & Low Vision Rehabilitation, Myopia & Speciality Contact Lens Center, 1st Floor, House No, C- 39, C Block, Pocket C, Sector 20, Noida, Uttar Pradesh 201301	8084779505	<a href="mailto:rajeev@visual
eyezindia.com">rajeev@visual eyezindia.com

Swami Vivekanand Subharti University, Meerut, Officer for Sending Notice				
Name	Designation	Communication Address	Contact No	e-mail
Gp Capt M Yakoob	Registrar	Swami Vivekanand Subharti University, located at Subhartipuram, NH-58, Delhi-Haridwar Bypass Road, Meerut	7719499896	<a href="mailto:registrar@sub
harti.org">registrar@sub harti.org

15. Implementation- Each Party shall designate an authorized representative with decision-making authority to oversee and implement this MOU.

Visual Eyez India MOU Activity Coordinator			
Name	Designation	Mobile Number	e-mail
Dr. Rajeev Prasad	Founder & Director	8084779505	rajeev@visualeyezindia.com

SVSU MOU Activity Coordinator			
Name	Designation	Mobile Number	e-mail
Dr. Ravindra Kumar Manik	Assistant Professor, Subharti College of Allied and Healthcare	9837531006	rkmanik2008@gmail.com

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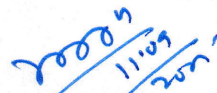
16. **Dispute Resolution:** In case disputes cannot be resolved through mutual consultation within 60 days, the dispute shall be referred to courts at Meerut.

17. **Governing Law and Jurisdiction:** This agreement shall be governed by the Indian Law and in the event of any unsettled disputes arising hereunder the Court in Meerut alone will have jurisdiction to entertain and decide the same.

18. Signatories:

In witness where of the Parties have executed this document on the day of 11th September, 2025.

For and behalf of the



(Registrar)

Swami Vivekanand Subharti
University, Meerut

For and behalf of the



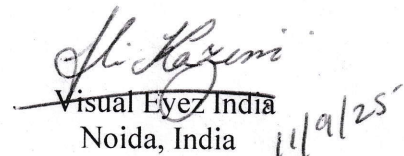
Founder
Visual Eyez India
Noida, India

Countersigned by:



Prof. (Dr.) Pankaj Kishor Mishra

Principal
Subharti College of Allied and Healthcare,
Swami Vivekanand Subharti
University, Meerut



Visual Eyez India
Noida, India

Date: 11th September, 2025

Place: Meerut