

KRT Arts, BH Commerce & AM Science (KTHM) College, Nashik

and

DOT INCORPORATION, South Korea

and

Blind Welfare Organization of India, Nashik

MEMORANDUM OF UNDERSTANDING



This Memorandum of Understanding ("**MOU**") is made this 28th day of August 2019 ("**Effective Date**") **BETWEEN:**

- (1) **KRT Arts, BH Commerce & AM Science (KTHM) College**, Shivaji Nagar, Gangapur Road, Nashika educational institute affiliated to Savitribai Phule Pune University working at Nashik District of Maharashtra, India, 422002. (Herein after referred as "KTHM College" which expression shall, where the context so permits, shall include its successors in title and permitted assigns)
- (2) **Blind Welfare Organisation of India (BWOI)** a Non-Profit organisation based in Maharashtra with its registered office at Nashik, Maharashtra – Suyojit Ratan Mall, 3rd Floor, Opp. to Nehru Garden, Shalimar, Nashik, Maharashtra 422001, India. (hereinafter referred to as "BWOI" which expression shall, where the context so permits, shall include its successors in title and permitted assigns)
- (3) **DOT INCORPORATION**, a company registered in the Republic of South Korea with its registered office at #2002 Ace High-end Tower 7, 67 Gasan digital 2-ro, Geumcheon-gu, Seoul, Republic of Korea, (hereinafter referred to as "**DOT**" which expression shall, where the context so permits, shall include its successors in title and permitted assigns;).

KTHM College and **DOT** and **BWOI** shall hereinafter together be referred to as the "**Parties**" and the term "**Party**" shall be construed accordingly.

- A. K.R.T. Arts, B.H. Commerce and A.M. Science College, Nashik (popularly known as KTHM College) established in 1969 and enjoys the privilege of being one of the best colleges affiliated to Savitribai Phule Pune University with consistently outstanding performance record. The college is spread majestically in 37 acres and is situated on the bank of river Godavari in a serene atmosphere which is ideally suited for the pursuit of Higher Education and Research.
- B. BWOI is the leading association in Maharashtra India and has focused on a strategy to improve the quality and value of services and products it offers to its visually impaired.
- C. DOT is a market leader in designing, developing and delivering adaptive technology devices for Visually Impaired Persons (**VIP**).
- D. The parties intend to partner together to increase the braille literacy rate in India as well as provide braille content in the education sector.
- E. The parties are desirous of entering into this Memorandum of Understanding (**MOU**) to facilitate implementation of the partnership and for related purposes upon the terms and conditions hereinafter contained.



NOW IT IS AGREED as follows:

1. MUTUAL COOPERATION

The partnership will be conducted in a spirit of mutual benefits and fairness and the parties agree that they will use their utmost goodwill and reasonable efforts to fulfil their respective obligations set out herein.

2. SCOPE OF THE COLLABORATION

2.1 Needs to be addressed

The literacy rate for the visually impaired currently stands at less than 10%. In the 21st century, innovation and technology has the potential to significantly address this problem. This will not only help the visually impaired access information but will also help to increase access to opportunities for their better well-being.

2.2 The Beneficiaries

Blind schools and organizations supporting VIP across India, with specific emphasis on visually impaired students who do not know how to read braille. (Please note: currently only English language will be supported.)

3. Main Activities

[KTHM College]

- Cooperation on local procurement
- Learning DotMini's function and teaching students
- Coordinate the importing of the Dot Mini to desired locations
- Conducting the survey called Braille Classroom & 4Minitest for min. 500 students
- Conducting the baseline study of all targeted blind students
- Data collection, analysis and submit to Dot by 15th October 2019
- Media coverage and documentary film making
- Software development support – local languages

[Dot]

- Providing Dot Mini and teach how to use it.
- Providing contents – Braille Classroom, 4Minitest and Baseline study materials
- Providing manuals, contents scenario and AS/CS guide
- Payment for Customs clearance and delivery to BWOI/KTHM college

[BWOI]

- Support KTHM College for above mention activities



- Learning Dotmini's function and teaching their children
- Translating and Providing Braille Manuals for schools in local languages
- Corporate Social Responsibility (CSR) programs for blind customers
- Assist collecting test-results data

4. Payment

Any monetary considerations/claims KTHM should coordinate with BWOI only.

5. DURATION AND TERMINATION

- 5.1 This MOU is effective upon the date it is executed by the duly authorized representatives of the parties to this MOU, for a term of twelve (12) months and shall terminate upon completion of the agreed upon term.
- 5.2 Each Partner shall have the right to terminate this Agreement at any time if it determines that in its opinion, reasonably held, the other Partner has failed to honour its obligations arising from this MOU in a material manner, subject to giving notice of one month in writing to the other party of its intention to do so.

6. CONFIDENTIALITY

Except as required by law, each Party is obliged not to disclose any confidential or proprietary information concerning the other Party, its partner entities and its activities so that the interests of each Party will not be damaged. Confidential information consists of all information that is not, otherwise, readily available to the public.

7. GENERAL PROVISIONS

- 5.1 This MOU merely constitutes a statement of the mutual intentions of the Parties with respect to its contents and each Party represents to the other that:
- a. no reliance shall be placed on it;
 - b. it does not constitute a binding obligation on either Party;
 - c. all negotiations and arrangements between the Partners shall remain subject to final contract;
 - d. it creates no rights in favour of either Party; and for the avoidance of doubt and without limiting the above in any way, this MOU imposes no commitment on either Party to proceed with an agreement.
- 5.2 The parties shall at all times remain independent and separate legally, organizationally and financially.
- 5.3 Either party shall be responsible for its own costs and expense incurred as a result of entering into or carrying forward of MOU.
- 5.4 This MOU shall not be capable of transfer or assignment.



- 5.5 The time limits set down in this MOU may from time to time be extended upon the reasonable request of either party thereto and upon the mutual consent in writing of both parties provided that such consent shall not be unreasonably withheld.
- 5.6 Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated in writing, and effective when executed and signed by all parties to this MOU.
- 5.7 This MOU represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- 5.8 Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue to be in full force and effect, and either party may renegotiate the terms affected by the severance.
- 5.9 The construction, validity and performance of this MOU shall be governed in all respects by Indian law.

8. NOTICES

The Parties select as their respective addresses, the addresses set out below for all purposes arising out of or in connection with this MOU at which addresses only all processes and notices arising out of or in connection with this MOU may validly be served upon or delivered by the Parties.







KTHM College: Shivaji Nagar, Gangapur Road, Nashik
Maharashtra, India. 422002

BWOI : Suyojit Ratan Mall, 3rd Floor, Opp. to Nehru Garden, Shalimar,
Nashik, Maharashtra 422001, India

Dot: The Chief Executive Officer, Dot Incorporation,
#2002 Ace High-end Tower 7, 67 Gasan digital 2-ro,
Geumcheon-gu, Seoul, Republic of Korea, 08588

IN WITNESS WHEREOF this Agreement has been duly executed by or on behalf of the Parties



<p>Signed by the duly authorised representative of KTHM College</p> <p>Signature: </p> <p>Name: Dr. V. B. Gaikwad Designation: Principal Principal R.T. Arts, B.H. Commerce & M. Science College Nashik-2</p>	<p>Signed by the duly authorised representative of DOT INCORPORATION</p> <p>Signature: </p> <p>Name: K. Khurang Sung Designation: CEO</p>	<p>Signed by the duly authorised representative of BWOI</p> <p>Signature: </p> <p>Name: Arun Bhanaskar Designation: President</p>
<p>in the presence of:-</p> <p>Witness's signature: </p> <p>Witness's Name: An N. D. Gaikwad</p>	<p>in the presence of:-</p> <p>Witness's signature: </p> <p>Witness's Name: Ahnam Choi</p>	<p>in the presence of:-</p> <p>Signature: </p> <p>Name: Dr. V. B. Gaikwad</p>