



अखिल भारतीय पश्चिम बंगाल WEST BENGAL

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**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**DEPARTMENT OF PHYSIOLOGY,**

**CITY COLLEGE, KOLKATA-700009, W.B., INDIA.**

**&**

**SNEAKTECH SOLUTIONS PVT. LTD., PITAMPURA,**

**NEW DELHI, DELHI-110034.**

This Memorandum of Understanding (herein referred as "MOU") is executed on this 6th day of March, 2026 (Effective date) between **Department of Physiology, City College** (an Academic Institute affiliated to University of Calcutta), Kolkata-700009, West Bengal, India and **SneakTech Solutions Pvt. Ltd.** Pitampura, New Delhi, Delhi-110034.

For Sneaktech Solutions Private Limited

Auth. Signatory

Silpa Chatterjee, Sijita Datta Ghosh 6/3/2026

Chandan Ram. Tushantjain. Tushantjain.

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## ❖ PURPOSE:

The purpose of this MOU is to establish a mutually agreed broad framework for joint academic-industry collaboration that is beneficial towards research, innovation, and knowledge exchange that bridges scientific inquiry with practical, real-world applications. This MOU establishes a formal understanding of the scope of operations and activities that can be carried out between the Department of Physiology, **City College** and **SneakTech Solutions Pvt. Ltd.** For the purpose of this MoU, the Department of Physiology, **City College**, Kolkata-700009, West Bengal, India (FIRST PARTY) and **SneakTech Solutions Pvt. Ltd**, Pitampura, New Delhi, Delhi-110034 (SECOND PARTY) shall be collectively referred to as the "parties", and the term "party" refers to either of them as the context permits.

## PREAMBLE:

**About the Department of Physiology, City College, Kolkata-700009.**

### Brief History:

The Department of Physiology at City College, Kolkata, is one of the oldest departments under the University of Calcutta, achieving the distinction of successfully running a B.Sc. Honours course in West Bengal, India. It was established in the 1964-65 session, although Physiology was previously taught as a general (pass) subject. Currently, the department has seven full-time faculty members holding positions as one Associate Professor, six Assistant Professors, and three SACT faculty members. There is one full-time and one casual laboratory assistant. Every year, 50 students have the opportunity to study a four-year Physiology Honours degree course, and more than 100 students are admitted to the general course with Physiology as one of the subsidiary subjects.

### Overview:

The department has separate laboratories for Honours and general students, including Histology, Biochemistry, and Experimental Physiology. Experiments are conducted on both human and animal subjects. Facilities include a computer room, seminar library, seminar room, and a small conference room. In addition to theoretical and practical classes, the department engages in various activities.

- The department hosts an annual prize distribution ceremony and a scientific lecture in memory of Dr J. N. Mukherjee, the founding Head of the Department of Physiology. The Dr J. N. Mukherjee Memorial Award (silver medal) is awarded to the student with the highest marks in Physiology Honours. A faculty-created fund supports this initiative. A distinguished ex-student typically delivers the memorial lecture.
- Additional activities include the quarterly wall magazine, Neo-Physiologist, which showcases students' perspectives on current physiology trends, an educational excursion, and project work for 6th SEM honours students. Regular parent-teacher meetings assess student progress, while departmental seminars and class tests are conducted. The department maintains connections with successful alumni, such as Dr Birendranath Mullick and Dr Bhaskar Saha, both recent recipients of the S.S. Bhatnagar Award.

#### Infrastructure:

The Department of Physiology has one ICT-enabled classroom, five well-equipped laboratories, one projector, and a departmental seminar library with more than 279 books. The department is well equipped with modern facilities to conduct practical's as per the syllabus and for additional projects. The list of equipment includes the following:

- Compound Microscopes
- Digital Balances
- Centrifuge
- Colorimeter
- Hot Air Oven
- pH Meter
- Microtome
- Haemocytometer
- Anthropometric Kits
- Spirometer
- Blood Group Kit
- Haemoglobinometer
- Globe Thermometer

For Sneaktech Solutions Private Limited

Auth. Signatory

*[Signature]*

*Sujita Datta Ghosh*

*Silpa Das Chatterjee*

*Tushant Jain. Chandan Ram.*

- Hygrometer
- Sphygmomanometer and Stethoscope
- Skinfold Calliper
- Noise Level Meter
- Dry and Wet Thermometers.

#### ❖ About Industry:

**SneakTech Solutions Pvt. Ltd.** Pitampura, New Delhi, Delhi-110034

Sneaktech solutions Pvt. Ltd is Indian leading health tech Start-up in the field of customized orthotic footwear; recognized by DPIIT (Department for Promotion of Industry and Internal Trade), Ministry of Commerce and Industry. Moreover, supported by the North Eastern Council (NEC), and enabled by the ministry of development of North Eastern Region (MDoNER), Government of India. Focused on advancing foot health and mobility, by integrating cutting-edge technology with Ergonomics and clinical biomechanics to deliver scientifically engineered solution to improve performance, and restore natural movement.

The Founder of this Start-up is Mr. Sandeep Jain, who has spent more than Four decades in Footwear industry, specially working on innovation, redefining the manufacturing process & helping in bringing new Concepts & Technologies in Footwear Sector. This industry consists of several sections including; Biomechanical and Ergonomical Lab, Design studio, 3D printing lab, Prototype making and stitching laboratory. In Design studio and 3D printing lab, almost ten professional 3d, 2d, Graphix designer, CNC operator, Application Engineer and SLA operator worked together. The Biomechanical and Ergonomical Lab which is recognized as "R&D engine "of the modern footwear industry. The purpose is to bridge the gap between human physiology and mechanical engineering to create customised foot orthotic for provide comfort and improve the balance of body as well as physical activity and strengthen the body movement. Their primary goal is to optimize the interface between the human foot and ground.

#### Infrastructure:

SneakTech Solutions Pvt. Ltd use medical grade technology to asses foot morphology and dynamic movement into data. Main moto of this industry is enhancing human performance,

*[Signature]*

*Sitalpurna Chatterjee, Srijita Datta Ghosh*

*Tushant Jain, Chandan Ram*

prevent the injury, and give the comfort to the user followed by biomechanical and ergonomical principles. This Biomechanical and Ergonomical Lab is well equipped with modern facilities and technologies to conduct projects. The list of equipment includes:

- 2D foot scanner
- 2D portable foot scanner
- 3D foot scanner
- Planter pressure measurement platform
- Stadiometer
- Digital Weighing Machine
- 3D SLA printer
- 3D FDM printer
- Automatic CNC milling machine
- Fully automatic swing machine
- Electric buffing machine
- Electric Hot gun machine
- Fully automatic pattern cutting machine
- Demonstration kit

#### ❖ OBJECTIVES: SCOPE OF MOU

1. Strengthen technical/industrial capabilities through exchange of ideas/knowledge between the Faculties and Students of the Department of Physiology of City College and Industrial/ Technical Experts of SneakTech Solutions Pvt. Ltd. vis-à-vis capacity building in the area of Biomechanics research through sharing of research facilities. This collaboration aims to foster innovation and enhance the practical applications of biomechanics research, ultimately leading to advancements in both academic and industrial settings. By bridging the gap between theory and practice, participants will contribute to the development of cutting-edge solutions that address real-world challenges, such as improving medical devices or enhancing athletic performance through biomechanical insights.

2. There is significant potential for advancing research, innovation, and knowledge exchange. This initiative aligns seamlessly with our commitment to fostering meaningful partnerships that bridge scientific inquiry with practical, real-world applications.
3. This academic-industry partnership will create a robust platform for collaborative research in the domains of Foot health, Footwear science, Biomechanics, Anthropometric studies, and other non-invasive research studies.
4. **SneakTech Solutions Pvt. Ltd.** looks forward to contributing its technical expertise, industry insights, and research infrastructure to jointly undertake innovative research projects aimed at improving human health, efficiency, and safety.
5. Expect great opportunities for knowledge exchange involving faculty members, researchers, students, and industry professionals to enhance research quality and real-world applications.
6. This MoU will foster meaningful research outcomes and long-term cooperation aligned with contemporary academic and industrial advancements.
7. Both parties will provide technical inputs in the area of innovative design as per human foot characteristics, material characteristics as per human comfort, ergonomics and biomechanics inputs for designing of futuristic indigenous last and mold.

#### ❖ **MODE OF OPERATION:**

**Both parties will provide the necessary support for the effective implementation of the MoU within the institutional rules and procedures.**

- I. This MoU shall be effective from the date it is signed by both parties
- II. Any financial commitment for joint activities under this MoU shall be subject to the approval by the competent authorities of the respective organizations
- III. The activities under this MoU shall be coordinated, monitored and recorded by an Internal Coordination Committee.

## ❖ FINANCIAL ARRANGEMENTS:

This MoU places no financial obligations or supplementary funding commitments on either Party. These activities will be defined through separate program agreements, detailing the commitment of resources (financial or otherwise) required from each institution. The authorized representatives from both Parties must approve subsequent program agreements in writing. Each Party will be responsible for its own costs in connection with all matters relating to collaborations under this MoU.

## ❖ NON-DISCLOSURE:

Either party shall not provide or disclose any confidential information related to the other party, acquired during the cooperation or exchange stated herein, to a third party.

## ❖ GENERAL TERMS

1. This MOU shall remain in force for a period of 5 (Five) years from the Effective Date. Either Party may terminate the MOU by providing at 30 days' advance written notice to the other Party. Termination or expiration of this MOU does not automatically terminate any separate agreement between the Parties related to the subject matter of this MOU.
2. The parties through this present MOU have clearly agreed that the work plans and programs may be modified and supplemented by mutual consent of the Parties, and in view of this amendment/ modification and annexures, to this present MOU which forms the integral part of this MOU, has legal force which is subject to be done in written form and signed by authorized signatories of the Parties.
3. Each party is liable for its own acts and omissions under this MOU, which, for the prevention of doubt, does not include any liability based on the acts or omissions of a third party.
4. Neither Party may use the other's name, logo or branding without prior written consent.
5. The parties may choose to enter into a binding contract at a later date to formalize the partnership.
6. Confidential information shall be exchanged only under the terms of a separate agreement, whether a non-disclosure agreement, sponsored research agreement, material transfer agreement, or data use agreement. No confidential information shall be

disclosed pursuant to this MOU. No export-controlled information shall be disclosed pursuant to this MOU.

7. Nothing in this MOU shall be construed to make party a partner, agent or legal representative of the other for any purpose.
8. Neither party will share any information labelled or identified as confidential information with any third party without the disclosing party's prior written permission.
9. This MOU may be executed in counterparts, which, taken together, will constitute one document.

#### ❖ INDEMNIFICATION:

Both Parties shall indemnify, defend and hold each other harmless from and against any liabilities, claims, damages, interest, judgments, costs, or expenses, including without limitation fees and expenses of the legal counsel or other professionals, made against or suffered by the other party that may arise under this MOU.

#### ❖ NON-EXCLUSIVITY:

This Agreement is a non-exclusive agreement, and both parties remain free to enter into similar agreements with third parties.

#### ❖ NON-SOLICITATION:

The Parties shall not directly or indirectly solicit, interfere with or endeavor to entice away employees from the other Party, either on their own account or for any other person or entity, during the continuation of this MOU and for a period of 6 months after the termination of this MOU, for whatever reason.

#### ❖ TERM AND TERMINATION OF THE MOU:

The MOU shall be effective and enforceable from the date of authentication by both the Parties. The MOU shall be valid for a period of 5 (five) years. Before the expiry of the MOU, in case either of the parties does not notify within 15 days in writing to the other that they wish

to rescind from the MOU, the MOU may be extended after mutual written consent of the parties.

It may, however, be open to either of the Party to terminate the MOU by giving the other Party a notice period of 30 days. However, both the Parties will meet any residual obligations in connection with the present MOU, notwithstanding its termination.

#### ❖ **APPLICABLE LAW, JURISDICTION AND DISPUTE RESOLUTION:**

Any disputes arising out of the project shall be first amicably settled by the Parties, failing which then the unsettled disputes may be subject to resolution as per the provisions of Arbitration and Conciliation Act, 1996. The MOU between the Parties shall be subject to the laws of India. The venue of the arbitration shall be at Kolkata, West Bengal. The arbitral award shall be final and binding upon both the Parties. All proceedings shall be conducted, including all documents presented in such proceedings, in English language. The costs for the proceedings shall be borne equally between the Parties. The courts of West Bengal shall have exclusive jurisdiction of any dispute arising out of this MoU.

#### ❖ **FORCE MAJEURE AND NATURAL CALAMITY:**

For the purposes of this MOU, force majeure shall mean and include an act of God (including but not limited to flood, earthquake, typhoon, epidemic or other natural calamity), war or armed conflict or the serious threat of the same (including but not limited to prohibition or restriction of importation or exportation) or any other cause beyond the reasonable control of the Parties hereto, including but not limited to industrial relations problems involving government/quasi-government-organizations/banks/transportation/associations/other public bodies. In case of force majeure, the parties shall inform the second party about the liabilities to be carried out by them and are free from them after receiving an MOU of force majeure acceptance, and it shall be the basis for the expiration of the corresponding part or the whole of the MOU. Documents confirming the condition of force majeure will be required for submission during the negotiation process, and the Parties shall mutually consult each other to decide the course of action to be adopted.

## ❖ INTELLECTUAL PROPERTY, INVENTIONS AND INNOVATIONS:

The terms with respect to title to and exploitation of intellectual property (including trademarks and service marks, copyrights, patents, designs and confidential information on the subject of such intellectual property, inventions and innovations) will be negotiated on a project-by-project basis in the specific research project MOU referred to in this MOU and broadly governed by the IPR policy of both institutions. Information on research results and scientific materials (reports, articles, and books) will be exchanged freely, keeping in mind the mutually agreed provision of intellectual property rights. All intellectual property solely conceived and/or developed by the first party during the course of this agreement shall be owned by the first party. All intellectual property solely conceived and/or developed by the second party during the course of this MOU shall be owned by the second party. Intellectual property jointly conceived and/or developed by parties will be jointly owned by the parties. For purposes of this MOU, the term "Intellectual Property" shall mean any works and property, including, but not limited to, all intellectual properties, ideas, inventions, concepts, products, improvements, innovations, discoveries, developments, methods, formulas, techniques, software, know-how and writings made, conceived, reduced to practice, developed, written, or prepared by a party, whether or not patentable or copyrightable and whether made solely by that party or jointly with other third parties. Parties agree to collaborate towards the protection, if appropriate, and application of such intellectual property for commercial or other purposes on mutually acceptable terms to be negotiated in good faith between the parties.

## ❖ CONCLUSION:

In witness whereof, the parties represented by their authorized representatives, set forth their hands on this day, month and year, first stated above, agree to and accept this MoU to be signed in the presence of the following witnesses: In witness whereof, each of the parties has caused this MOU to be executed by its duly authorized authorities as of the date first written above.

For and on behalf of City College, Kolkata-  
700009, West Bengal.

For and on behalf of SneakTech  
Solutions Pvt. Ltd.

Signature: Sital Prasad Chattopadhyay

Name: DR. SITAL PRASAD  
CHATTOPADHYAY

Designation: Principal

Date: 06/03/2026 Principal  
CITY COLLEGE  
KOL-9

Signature: Sujita Datta Ghosh

Name: DR. SUJITA DATTA GHOSH

Designation: IQAC Co-Ordinator  
Associate Professor

Date: 06-03-2026

Signature: D. Pallab Sarker 06/3/2026

Name: D. Pallab Sarker.

Designation: HOD, Dept. of Physiology

Date: 6.3.2026 Head Dept. of Physiology,  
City College Kolkata-700009

Signature: Sugata Dasgupta 06.03.26

Name: DR. SUGATA DAS GUPTA

Designation: Assistant Prof. of Physiology &  
Proposer of this MOU.

Date: 06.03.2026

Signature: Tushank Jain

Name: Tushank Jain

Designation: Director

Date: 06/03/2026

Signature: Ram

Name: Chandan Ram

Designation: Project  
Scientist

Date: 06/03/2026

Witnesses:

Signature: Nihar Sarker

Name: DR. NIHAR SARKAR

Designation: ASSISTANT PROFESSOR

Date: 06.03.2026

Witnesses:

Signature: Rajesh Jain

Name: Rajesh Jain

Designation: General Manager

Date: 06/03/2026

For Sneaktech Solutions Private Limited

Auth. Signatory