

**MEMORANDUM OF UNDERSTANDING (MOU)**

This Memorandum of Understanding (MoU) is made on this .....<sup>22<sup>nd</sup></sup>.....day of the month of <sup>SEPTEMBER</sup>.....in the year <sup>2022</sup>.....at Delhi.

**BETWEEN**

1. **HORIBA India Pvt. Ltd., through its educational initiative HORIBA India Technical Institute** (hereinafter "HITI"), a company registered under the Registrar of Companies and having its registered office at 246, Okhla Industrial Estate, Phase-III, New Delhi 110020 and having its training facilities at Plot No B-3 & C-32, MIDC Butibori Phase II, Industrial Area, Nagpur, Maharashtra 441122, on the one part.

**AND**

2. Party No. 2 Dharampeth M P Deo Memorial Science College , National Assessment And Accreditation Council Accredited with CGPA Of 3.01 with A Grade, Near Ammbazari Lake North Ammbazri Road Nagpur 440033

**Whereas the Party No. 1, a respected leader in the medical devices industry, through its educational initiative HITI** is engaged in the activity of providing industry-focused trainings and research facilities to students and working professionals of certain medical and paramedical domains and has the mandate and power to establish linkages with national and international bodies and institutions for the purpose of enhancing and expanding the quality of education and research.

**AND**

**Whereas Party No. 2 (description)**

The Party no.1 and Party no.2 are seeking collaboration with each other

Now, therefore, this Memorandum of Understanding witness as below:

1. The broad objectives of the MoU shall be as follows:
  - Offer industry-oriented theoretical and practical training to students of Party No. 2, primarily in the domain of Clinical Laboratory Sciences, Laboratory Automation, Accreditation and Quality Management
2. **Geographical area of operation:** India
3. **Scope and Technical Specifications:** Essential and Advanced Courses in Clinical Laboratory Sciences, Laboratory Automation, Quality Management, Accreditation and Interpersonal Skills
4. **Faculty:** Internal & External trainers of HITI & HORIBA Medical.
5. **Validity:** 36 month from date of contract.
6. **Role and Responsibilities of HITI:** To train students of Party No. 2 with a mutually agreed course curriculum at mutually accepted prices before the launch of the particular training program.

7. **Role and Responsibilities of (Party No. 2):** To nominate students who are interested to train with Party No. 1, and, if special needs of any students, verify them and inform it in writing to Party 1 and take a prior acceptance in writing.
8. **Joint Responsibilities:** Joint Responsibilities of Party No. 1 & 2: Safety and security, regular attendance and good behavior of nominated students for the duration of the course.
9. **Financial Arrangements:** Course fees and advance payment terms to be decided prior to acceptance of course between two parties  
**Reasonable time to be given for discussion and closure of fees and other financial terms**
10. **Monitoring Committee:**  
For the smooth, effective, and transparent implementation of the project there shall be monitoring committee comprising the following persons:-
  - (i) President, HORIBA India Pvt Ltd
  - (ii) Principal and/or Project Director, HITI
  - (iii) Representative of Party No. 2
  - (iv) Head of the institution of Party No. 2 (Member Secretary)

The monitoring committee shall meet physically or digitally at least once in six months and finalize various plans & reports pertaining to implementation of the project. It shall also review the financials and discuss any other item with permission of the monitoring committee. The decision of HORIBA India President will be the deciding factor in the above matters between the two parties.

**11. Publications or other benefits out of MOU**

- All publications in the programs of cooperation will be co-authored by the concerned staff and faculty of HITI and Party 2. The Monitoring Committee shall review the patentability aspect of any research work carried out under this MOU and decide whether an application for patent can be made or not.
- HORIBA and Party 2 will be joint holders of the intellectual property rights (IPR) arising out of the joint work. The decisions on ownership, licensing, costs, royalties, etc. shall be discussed and made by the Monitoring committee.

**12. Waiver (if any)**

The waivers by either party of a breach or default of any of the provision of this MoU by the other party shall not be interpreted as:

- A waiver of any succeeding breach of the same or other provisioner shall any delay or omission on the part of either party to exercised; or
- A way to avail itself of any right, power, or privilege that it has may have under this MoU to operate as a waiver of any breach of default by the other party.

**13. Termination of MoU**

1. The MoU can be terminated by either Party giving to the other party a prior written notice of not less than 60 days of its intention to do so but without dishonoring any commitment entered in to prior to the date of termination of the notice.

2. The MoU shall also stand terminated for any reason such as outcome of legal proceedings, act of State, act of GOD or similar such exigencies beyond the normal control of the party concerned and which would disable any of the parties hereto from functioning further.

**14. Amendments to the MoU**

No amendments to this Mou shall be valid unless the same is made in writing jointly by both the parties or their authorized representative and specially stating the same to be amendments to this MoU.

**15. Arbitration**

Any dispute arising out of the violation of term of this MoU are in connection with this MoU between the parties shall be resolved by mutual negotiation. In case of any unresolved dispute, the parties shall refer the said dispute for arbitration by the sole arbitrator appointed by **HORIBA India Pvt. Ltd.** and the decision o the arbitrator shall be final and binding on both the parties.

The provisions of Arbitration and Conciliation Act 1996 shall apply to such arbitration proceeding which shall be held at New Delhi.

**16. Jurisdiction**

Only the competent courts in Delhi shall have jurisdiction to entertain the legal proceeding arising out of this MoU.

**HORIBA India Technical Institute**

HORIBA India Private Limited  
B-3 & C-32, MIDC, Butibori, Phase-II,  
Industrial Area, Nagpur - 441122  
Tel. : +91 7103 280200  
<https://www.hiti.horibaindia.com>



The WITNESS WHEREOF both the parties hereto have set their hands, the date and the year herein above mentioned.

**For & behalf of HORIBA India Pvt Ltd.**  
New Delhi

Dr Rajeev Gautam  
Corporate Officer & President  
HORIBA India Pvt. Ltd.,  
246, Okhla Industrial Estate Phase-III,  
New Delhi 110020

Suparna Banerjee Bhattacharyya  
CFO  
HORIBA India Pvt. Ltd.,  
246, Okhla Industrial Estate Phase-III,  
New Delhi 110020

**For & behalf of the Party No. 2**  
Dr. Akhilesh V Peshwe  
Principal  
Dharampeth M P Deo Memorial Science College  
Near Ambbazri Lake North Ambbazri Road  
Nagpur 440033

Signature   
Date 2/9/2022

**Principal**  
**Dharampeth M.P. Deo Memorial**  
**Science College, Nagpur**



Name & Address of Party No. 2  
Dharampeth M P Deo Memorial Science College  
Near Ambbazri Lake North Ambbazri Road Nagpur 440033

Witness

1. (Sandeep Joshi)  
2. (Ajay Broadway)

Witness

1. Dr. Vidya Kathoke

2. Dr. Pitambar Humane