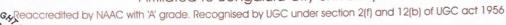
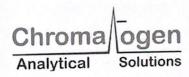
JYOTI NIVAS COLLEGE AUTONOMOUS

Affiliated to Bengaluru City University





Jyoti Nivas College Autonomous

Chromatogen Analytical Solutions

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 26^{th} day of July 2022.

BETWEEN

Jyoti Nivas College Autonomous, Hosur Road, Koramangala, Bangalore, the First Party represented herein by its Principal Dr.Sr.Lalitha Thomas (herein after referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

Chromatogen Analytical Solutions (opc) Pvt Ltd, Mysore, the Second Party, and represented herein by its Director, Ms. Manasa G P, (herein after referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

For Chromatogen Analytical Solutions (OPC) Private Limited

WHEREAS:

- A) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities.
- B) The Parties intend to cooperate within the areas of training, education, and research.
- C) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION

- 1.1 Joint industry and academic research activities.
- 1.2 Exchange of visiting experts for the purpose of conducting research.
- 1.3 Exchange scholarly information including research papers, indices to thesis, books and magazines on relevant subjects and potential joint projects where possible and appropriate.
- 1.4 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.5 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties.

For Chromatogen Analytical Solutions (OPC) Private Limited





CLAUSE 2 SCOPE OF THE MOU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 The two parties can enter into discussion for the exchange of facilities and equipment for collaborative or independent research based on the policies of both entities.
- 2.3 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.4 There is no financial commitment on the part of the **Jyoti Nivas College Autonomous**, the First Party to take up any program mentioned in the MOU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to knowhow, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms. Any act on the part of **either** Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing.

For Chromatogen Analytical Solutions (OPC) Private Limited





CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

Dr. Sr. Lalitha Thomas

Jyoti Nivas College Autonomou

Bangalore-560095

Manasa G.P

Director Chromatogen Analytical Solution

Mysore -570016

Witnesses

Dr. Raghu

Assistant Professor

Department of Chemistry

IvotiNivas College Autonomous

For Chromatogen Analytical Solutions (OPC) Private Limited

Dr. Roopa Philip

Coordinator, Collaborations

JyotiNivas College Autonomous

