

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 20 day of April – Two Thousand and twenty (20/04/2020), by and between

CENTRAL UNIVERSITY OF HARYANA, JANT-PALI, MAHENDERGARH represented herein by **Sh. RAM DUTT, REGISTRAR, CENTRAL UNIVERSITY OF HARYANA**, (hereinafter 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

PRONANT S.C SPAIN, the **Second Party**, and represented herein by its general manager, **Juan Manuel Aguás Sólo de Zaldívar**, (hereinafter 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') as

WHEREAS:

A) First Party is a Higher Educational Institution named

CENTRAL UNIVERSITY OF HARYANA, MAHENDERGARH

- B) 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.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.



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- E) PRONAT S.C SPAIN, the Second Party is engaged in Business, Manufacturing Skill Development, and R&D Services in the fields of – *Probiotic based food products* and other related fields.

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

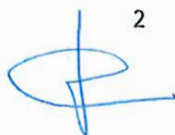
CO-OPERATION

- 1.1. 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 **Institutions** and its related wings. The Parties shall keep each informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2. CENTRAL UNIVERSITY OF HARYANA, JANT-PALI, MAHENDERGARH and PRONAT S.C.SPAIN co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing their R&D and food processing systems, keeping in mind the needs of industry, the Second Party.
- 1.3. 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 shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

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. **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit the second party and also involve in Industrial Training Programs for the First party. The industrial training and exposure provided to scholars and faculty through the association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs/ Workshops/ Industrial Sites for the hands-on training of learners enrolled with the First Party.



- 2.3. **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of – **Food and Nutrition**.
- 2.4. Both Parties to obtain all internal approvals, consents, permissions, and licences of whatsoever nature required for offering the programmes on the terms specified herein
- 2.5. **There is no financial commitment on the part of the CENTRAL UNIVERSITY OF HARYANA, the First Party to take up any programme 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 know-how, inventions, patents, copyright 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, during which period **PRONAT S.C SPAIN**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **PRONAT S.C SPAIN** 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. In the event of termination, both parties have to discharge their obligations.

CLAUSE 5

RELATIONSHIP BETWEEN THE PARTIES

- 5.1. It is expressly agreed that **CENTRAL UNIVERSITY OF HARYANA, JANT-PALI, MAHENDERGARH** and **PRONAT S.C SPAIN** are acting under this MOU as independent contractors, and the relationship established under this MoU shall not be considered 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.

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at district head quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Court of Delhi.

AGREED

For Central University of Haryana,
Mahendergarh
हरियाणा केन्द्रीय विश्वविद्यालय
गाँव - जौंट पाली
जिला - महेन्द्रगढ़ - 123029

Authorized Signatory

AGREED


For PRONAT, S.C.
Spain

PRONAT, S.C.
Apto. de Correos 325
Telf. 924 80 83 39 - Fax 924 80 85 39
06400 DON BENITO (Badajoz)


Juan Manuel Aguas Solo de Zaldívar
General Manager

Name of the Institution: Central University of Haryana	Name of the Institution: Pronat S.C.
Complete Address: Central University of Haryana, Jant-Pali, Mahendergarh	Complete Address: Pol. Ind. San Isidro, parcelas 3-4, Don Benito C.P:06400 (Badajoz)
Contact details: Sh. Ram Dutt, Registrar, Central University of Haryana	Contact details: Tamara Dorado Cidoncha, Pronat S.C.
Email: registrar@cuh.ac.in	Email: tdorado@pronat.com.es
Phone No. 01285-249401	Phone No. +34 924808339
Weblink: www.cuh.ac.in	Weblink: www.pronat.com.es

Witness 1:


Susender Singh, Assoc. Prof
Microbiology, CUH
Mahendergarh - 123029


Witness 3:


(Anamika Gaur)
Anamika,
Microbiology, CUH
Mahendergarh - 123029

Witness 2:


Tamara Dorado Cidoncha
ITD+i (PRONAT S.C)

Witness 4:


BEATRIZ SOLO DE ZALDIVAR GALVEZ
(CIAL-CSJC)