

Memorandum of Understanding

Between

..... incorporated under the Companies Act, 2013 on having its registered office at through its representative/director of the company Mr. being the first part hereinafter referred to as "Party A"

And

M/s., being a hereinafter referred to as "Party B"

For the Project entitled:

Date:

The purpose of this Memorandum of Understanding ("MOU") is to confirm the mutual interest and desire on the part of each party to formally participate in the proposed Project.

This MOU also confirms agreement by the Parties with the Project's goals, anticipated outcomes, methodology, management structure, and a desire to foster an environment of open communication and information exchange.

This Memorandum of Understanding (MOU) sets for the terms and understanding between the parties to comply with the conditions as stated in this MOU.

Project Description:

Party B to the MOA will act as a manufacturer and Party A will act as a distributor. Party B will supply the to Party A and party A will apply for the tenders for supplying the in the(.....).

Principles of Respect and Open Dialogue

The parties shall be respected for the inputs and outputs they offer to the Project. Commitment to open, honest and direct communication was the basis

for crafting the Project collaboratively, and is the premise upon which any work will proceed. The parties seek to maintain a high degree of trust between them.

The parties acknowledge that each bring skills that are beneficial to the project and complementary to the skills offered by other both the parties.

Governance and Decision-making

Both the parties have read all the governance section of the proposal and agree with the proposed Plan for governance, and the means by which they will contribute to the decision-making process affecting the research, outcomes, and related activities.

Knowledge Outputs and Mobilization

The parties to the Project share the desire to produce high quality outputs. Further, they will share, promote, engage, and disseminate outcomes to the widest possible audiences that include, but are not limited to, academic organizations, private for-profit and not-for-profit entities, programs, policy-makers, and any other interested stakeholder, following the agreed-upon plan established by the Project's management.

Accessibility of the outcomes, therefore, is of vital importance and the means by which the outcomes are to be shared as articulated in the proposal have been accepted and agreed to by both the parties. The Parties remain open to new mechanisms for knowledge mobilization (e.g. new technologies, social networking mediums, etc.) as they are likely to evolve over the course of the Project.

General Terms of MOU

- **Duration of MOU:** This MOU shall be operational upon signing and will have an initial duration of one year. All activities conducted before this date within the vision of the joint collaboration will be deemed to fall under this MOU.
- **Coordination:** In order to carry out and fulfill the aims of this agreement, each party or through its Authorised Representative will coordinate the implementation of activities.
- **Place :** This MOU is solely for the **tenders/direct purchase by** applied in the State of The terms and conditions stated will be applicable to all

the tenders applied in this state.

- **Investment:**

1. Party 'A' will be responsible to get the tender/order from Govt of and for whatever the amount or expenditure for tender filling, will be invested & responsibility of Party A.
2. The payment will be done by the party A as and when required for carrying out any operations related to the tender.
3. Further every expenditure related to tender bidding and for completion of job will be done by Party A.

- **Business Operating Conditions**

1. Party A will handle all the Government Activities or any meetings, or performing any activity which may lead to generation of more business.
2. Party A will support for clearing out all the invoices related to the Project.
3. Party A will handle all operational activities including tenders participation and it's execution.
4. Party B will deliver high quality test kits and maintain the quality of the products at every time.

- **Payment Schedule :**

1. Party A will be liable to pay to Party B of the total amount as mutually discussed between them on the day of clearance of the invoice of the tender.
2. Party 'B' will be responsible for giving the appropriate kits to Party 'A' on credit and Party 'B' will get the Amount on the day when Party 'A' will get it fromGovt.

- **Confidentiality:** Each party agrees that it shall not, at any time, after executing the activities of this MOU, disclose any information in relation to these activities or the affairs of business or method of carrying on the business of the other without consent of other parties.

- **Termination of MOU:** The relationship covered by this MOU shall terminate upon completion of the project agreed upon period. The agreement may also be terminated with a written one month notice from either side. In the event of non-compliance or breach by one of the parties of the obligations binding upon it, the other party may terminate the agreement with immediate effect.
- **Extension of Agreement:** The MOU may be extended provided the parties agree upon, and can provide the necessary resources.
- **Communications:** All notice, demands and other communication under this agreement in connection herewith shall be written in English language and shall be sent to the last known address, email, or fax of the concerned party. Any notice shall be effective from the date on which it reaches the other party.
- **Assignment :** It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.
- **Costs Of The MOU :** Each Party shall bear the respective costs of carrying out the obligations under this MOU.

Engagement in the Conduct of Research and Dissemination

While the partnership development proposal reflects the team as a whole, each party to this MOU acknowledges their respective roles and responsibilities in conducting various components of the Project's work, either solely or in collaboration with other partners and participants. The Parties are committed to conducting the work involved in this Project for which they have taken responsibility. The Parties also agree to notify the Project leadership of challenges or delays as soon as they become aware of them.

Arbitration

The parties hereto irrevocably agree that any dispute, controversy or claim arising out of, relating to or in connection with this Agreement (including any provision of any exhibit, annex or schedule hereto) or the existence, breach, termination or validity hereof shall be finally settled by arbitration. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The arbitration shall be held in..... and shall be conducted by a sole arbitrator appointed by mutual consent of the Successor and the Predecessor,

or failing such agreement, such sole arbitrator shall be appointed as per the applicable rules under Arbitration and Conciliation Act, 1996. Nothing in this Section shall prevent the parties from obtaining relief from a court of competent jurisdiction in the form of provisional or conservatory measures (including, without limitation, preliminary injunctions to prevent breaches hereof). Any request for such provisional measures by a party to a court shall not be deemed a waiver of this agreement to arbitrate.

AGREED by the Parties or through their authorised signatories:

For and on behalf of
(Name of the company)

Signed

print name

Title

Date

For and on behalf of
.....

Signed

print name

Title

Date