

# MEMORANDUM OF UNDERSTANDING (MOU) SIGNING CEREMONEY

BETWEEN

**TEERTHANKER MAHAVEER UNIVERSITY  
COLLEGE OF PARAMEDICAL SCIENCES**

AND

**PIONEER CENTRE OF BIOSCIENCES**

**Feb-28<sup>th</sup> -2023 (Tuesday)**

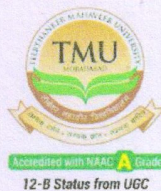
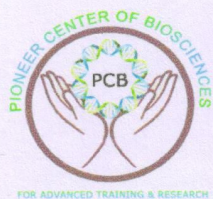
Prof. Raghuvir Singh  
Vice-Chancellor  
T.M.U.

Dr. Aditya Sharma  
Registrar,  
T.M.U.

Prof. Manjula Jain  
Dean Academics,  
T.M.U.

Dr. Manish K. Sharma  
Director, pioneer Biosciences

Dr. Navneet Kumar,  
Vice-Principal,  
Paramedical Sciences, T.M.U.



## MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

**TEERTHANKER MAHAVEER UNIVERSITY  
COLLEGE OF PARAMEDICAL SCIENCES  
&  
PIONEER CENTRE OF BIOSCIENCES**

### INTRODUCTION

This binding Memorandum of Understanding (MOU), is dated on 28<sup>th</sup> February, 2023 executed at Moradabad, between “College of Paramedical Sciences, Teerthanker Mahaveer University”, a full-fledged State Private University established by Act No. 30 of 2008 of the Government of Uttar Pradesh and has been approved by University Grants Commission under Section 2 of UGC Act, 1956 situated at Delhi Road, NH 24, Bagadpur, Uttar Pradesh 244001 represented by “Registrar, Dr. Aditya Sharma”; and Pioneer Centre of Biosciences, having its registered office at Mohan Nagar, Ghaziabad. Represented by Dr. Manish Sharma, Director, Pioneer Centre of Biosciences, collectively referred to as the “Parties” and individually as a “Party”.

### PREAMBLE

WHEREAS, “College of Paramedical Sciences, Teerthanker Mahaveer University”, the Partner, is an organization established with the goal of providing education in the field of Optometry, Forensic Science, Medical Lab Techniques, and Radiological Imaging Techniques.

WHEREAS, Pioneer Centre of Biosciences encourage biosciences related research, product development and skill development which would lead to bridging the gap between academics and industries.

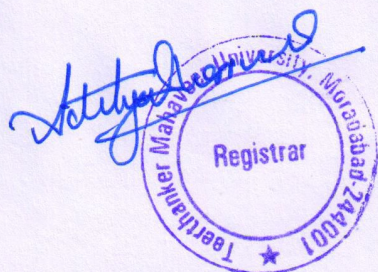
WHEREAS, this Memorandum has as its objective the collaboration and participation of both organizations for the purposes of providing learning platform for Medical Laboratory Technique, through an internship, Project work, Industrial training

THEREFORE, the Parties wish to continue working together and in compliance with the following clauses set forth below:

### THE OBJECTIVES OF MOU:

1. Pioneer Centre of Biosciences for Advanced Training and Research was established in 2015 with an aim to encourage biosciences related research, product development and skill development which would lead to bridging the gap between academics and industries.
2. Pioneer Centre of Biosciences, situated at Mohan Nagar, Ghaziabad involved in Diagnostics (molecular biology, immunology, microbiology and biotechnology), Teaching,

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Handwritten signature of Dr. Manish Sharma.

**Dr. Manish Sharma  
Director  
Pioneer Centre of Biosciences  
Mohan Nagar, Ghaziabad**

Training and Research oriented.

3. Pioneer Centre of Biosciences will commence the Research oriented training programs/ summer training/Project work /Thesis work starting from Fifteen Days to six months' period as per the requirements of students from Teerthanker Mahaveer University College of Paramedical Sciences, Moradabad, for their project work/ Internship programs and industrial training.

4. The Training Programs/ Internship programs and short term training includes Project compilation, group discussions on the topic allotted, power point presentations and latest and advance topics delivered by Senior Professors, Scientists and senior technical members as guest lectures and co-supervised by faculties from both the institute.

5. Pioneer Centre of Biosciences will provide training facilities for students of Teerthanker Mahaveer University College of Paramedical Sciences as per M.Sc. (Dissertation) availability. The Scientists of Pioneer Centre will help in preparation of dissertations wherever needed. Data generated during project work can be published only after clearance from the guide with equal/amicable sharing amongst Pioneer Centre and Teerthanker Mahaveer University College of Paramedical Sciences.

6. Pioneer Centre of Biosciences scientist's/faculty members and Teerthanker Mahaveer University will help each other in preparing common research programs.

7. Pioneer Centre of Biosciences will recognize and accept the scientists/students Teerthanker Mahaveer University research leading to Ph.D. degree of TMU College of Paramedical Sciences. Scientist / Faculty members of Pioneer Centre of Biosciences can guide Ph.D. students (enrolled at TMU College of Paramedical Sciences) jointly as supervisors and co-supervisors with prior approval of Teerthanker Mahaveer University.

8. In the publication of research paper the student would invariably be the first author followed by Guide/Advisor and Co- Guide/Co-Advisor in that order. The names of additional co-authors, depending upon their contribution in the research work, may be decided by mutual consent between the student and Guide/ Advisor

9. The Ph.D. students of TMU College of Paramedical Sciences can work under joint supervision of Faculty members of College and scientists of Pioneer Centre of Biosciences and can take up self-study courses at either of the institution. (With Prior Approval from both organizations)

10. Pioneer Centre of Biosciences and TMU College of Paramedical Sciences will work closely to create skilled manpower in the related areas through FDP/Workshops/ etc

11. The scientist of Pioneer Centre of Biosciences and the faculty members of TMU College of Paramedical Sciences will work towards joint research projects thereby mutually using their research facilities developed/to be developed at Pioneer Centre of Biosciences and TMU College of Paramedical Sciences.

12. Pioneer Centre of Biosciences will help students for scientific personality development, startups formulations, Jobs and Placements in current scenario and in post dynamic era and assist for future in the fields of Biomedical and Life Science Professions.

13. Both the organization will work in terms of job creations/placements.

#### **RESPONSIBILITIES AND OBLIGATIONS OF PARTNER**

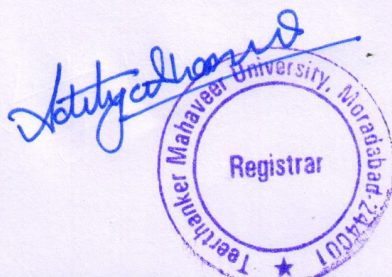
The Partner is responsible for undertaking and ensuring the following:

The "College of Paramedical Sciences, Teerthanker Mahaveer University" should arrange the platform for the selection of the students for the internship program, projects work

#### **REPRESENTATIONS & WARRANTIES OF THE PARTNER**

The Partner represents and warrants to Pioneer Centre of Biosciences as follows:

It is validly incorporated, it has taken the requisite licenses and approvals in respect of this



Handwritten signature of Dr. Manish Sharma.

**Dr. Manish Sharma**  
Director  
Pioneer Centre of Biosciences  
Mohan Nagar, Ghaziabad

Memorandum and it has the power and authority to execute this Memorandum.  
It is an entity validly executed/organized and incorporated in India.  
It is compliant with and continues to be compliant with all applicable laws including foreign exchange and tax laws.  
It holds valid licenses, registrations and approvals necessary for the purposes of the activities contemplated in this Memorandum.  
It has undertaken similar activities and projects as contemplated in this Memorandum and has the necessary expertise, resources and personnel to deliver the agreed goals/milestones.  
There is no legal proceeding or litigation pending or threatened against the Partner.  
The Partner is an educational organization of good standing and is not on any warning list or defaulter list of any of the government authorities.

#### **DUE DILIGENCE**

Pioneer Centre of Biosciences may request copies of documents on the registration, university collaboration etc, if it meets appropriate standards of capacity, competence, and financial accountability. These documents include but are not limited to the following: a certificate of incorporation, a list of projects undertaken by it, a list of the names of all of its board members and principal officers, tax registrations, foreign donations, FDI status, copies of Partner's bylaws and articles of incorporation. The Partner agrees to notify Pioneer Centre of Biosciences immediately of any change in its status or operations, or if any official judicial, legislative, or administrative proceeding is instituted against it. Such due diligence shall not absolve the Partner of its obligations under this Memorandum.

#### **PRINCIPAL CONTACTS**

The Principal Contacts for each one of the organizations is:

**I. Partner:** TMU College of Paramedical Sciences

**Dr. Aditya Sharma, Registrar**

Teerthanker Mahaveer University, Delhi Road, Moradabad (U.P.)

**II. Pioneer Centre of Biosciences**

**Dr. Manish Sharma,**

Director, Pioneer Centre of Biosciences

Such Principal Contacts may be changed in writing from time to time by their respective representatives.

#### **USE OF INTELLECTUAL PROPERTY**

The Parties agree that any intellectual property, which is created or developed through activities and arrangements pertaining to the center specified under this memorandum, shall be exclusively owned by Pioneer Centre of Biosciences and used for non-profit, and non-commercial purposes after prior written consent of Pioneer Centre of Biosciences

The Partner also agrees and acknowledges that the Partner shall not issue any press releases or otherwise make any public statements with respect to the arrangement contemplated herein without the prior consent of Pioneer Centre of Biosciences.

#### **EFFECTIVE DATES AND AMENDMENTS**

This Memorandum shall take effect upon signing by both Parties and shall remain in effect for a period of 1 year from that date unless earlier terminated.

Neither Party may assign or transfer all or any portion of this Memorandum without the prior written consent of the other Party.

The Memorandum may be renewed at the end of this period by mutual written agreement by both Parties.

*Aditya Sharma*  


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*Manish Sharma*  
**Dr. Manish Sharma**  
Director  
Pioneer Centre of Biosciences  
Mohan Nagar, Ghaziabad

The provisions of this Memorandum may only be amended or waived by mutual written agreement by both Parties.

Pioneer Centre of Biosciences may terminate this Memorandum (and any related agreement, work plan and budget, if executed/agreed) at any time and for any reason by giving thirty (30) days prior written notice to the Partner.

#### **TRANSFER OF FUNDS**

The Parties acknowledge and agree that this Memorandum does not create any financial or funding obligation on either Party, and that such obligations shall arise only upon joint execution of a subsequent agreement or work plan (if entered between the Parties) that specifically defines the terms and nature of such obligations and that references this Memorandum. Such subsequent agreements or work plans, and budgets, will be subject to funding being specifically available for the purposes outlined therein.

#### **NO JOINT VENTURE**

Notwithstanding the terms "Partners" herein, the Parties agree that they are not entering into a legal partnership, joint venture or other such business arrangement, nor is the purpose of the Parties to enter into a commercial undertaking for monetary gain. Neither of the Parties will refer to or treat the arrangements under this Memorandum as a legal partnership or take any action inconsistent with such intention.

#### **GOVERNING LAWS AND JURISDICTION**

This Memorandum shall be governed by Indian laws. All the issues and disputes arising out of this Memorandum shall be subject to the non-exclusive jurisdiction of the courts in New Delhi.

#### **INDEMNITY**

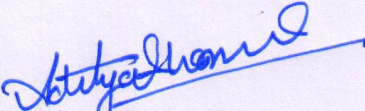
The Partner agrees to indemnify and hold harmless Pioneer Centre of Biosciences from and against any and all claims, lawsuits, actions, damages, loss, costs and expenses (including attorneys' fees), and demands, by third parties, that in any manner result from the Partner's breach of obligations and undertakings in this Memorandum or its omission or negligence or willful misconduct or default. Pioneer Centre of Biosciences liability under or arising out of this Memorandum shall be restricted to the last invoice payable by it.

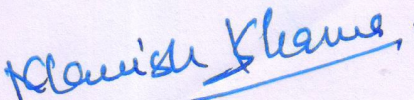
#### **ENTIRETY**

This Memorandum including all Annexes embodies the entire and complete understanding and agreement between the Parties and supersedes all prior agreements, documents and correspondences executed by the Parties.

For: Teerthanker Mahaveer University

For: Pioneer Centre of Biosciences

  
(Dr. Aditya Sharma)  
Registrar

  
(Dr. Manish Sharma)  
Director, Pioneer Centre of Biosciences

Teerthanker Mahaveer University  
Date: 28/02/2023

Date: 28/02/2023



Dr. Manish Sharma  
Director  
Pioneer Centre of Biosciences  
Mohan Nagar, Ghaziabad