

Memorandum of Understanding

Between

Kathmandu University

And

Shimadzu (Asia Pacific) Pte Ltd

And

Pacific Commercial Company (P) Ltd

MEMORANDUM OF UNDERSTANDING
(SHIMADZU-KU EDUCATIONONAL CENTRE FOR PHARMA PROFESSIONALS)

This Memorandum of Understanding is made on this 24th day of December 2007 between:

- (a) **Kathmandu University**, an autonomous, not for profit, non-governmental institution established as per the Act of Parliament, on 11 December 1991 and having its addresses at Dhulikhel, Kavre, Nepal (hereinafter referred to as “**KU**”) of the first part;
- (b) **Shimadzu (Asia Pacific) Pte Ltd**, a company incorporated in Singapore and having its registered office at 16 Science Park Drive, #01-01 The Pasteur, Singapore 118227 (hereinafter referred to as “**SAP**”) and **Pacific Commercial Company**, a company incorporated in Nepal and having its registered office at Kathmandu, Nepal and its business address at ‘Pacific Building’, Ramshah Path, P.O. Box 347, Kathmandu, Nepal (hereinafter referred to as “**PCC**”) of the second part; SAP and PCC are hereinafter collectively referred to as “**Shimadzu**”.

Whereas

A. **Introduction**

Shimadzu and KU agree to the implementation of the SHIMADZU - KU Educational Centre for Pharma Professionals at **Kathmandu University** located at Dhulikhel, Kavre (“the Campus”) upon the provisions stated in this Memorandum of Understanding (“the Co-operation Project”). Under the co-operation, Shimadzu will provide analytical chromatograph equipment worth up to Nepalese Rupee 2 million, consisting of one High Performance Liquid Chromatograph (hereinafter referred to as “HPLC”) and one Gas Chromatograph (hereinafter referred to as “GC”) to enhance the knowledge and skills of trainees or individuals attending pharmaceutical studies and applications at KU and provide training for KU staff as well as Shimadzu’s Clients (as defined in Clause 6.1), and KU will accept and use the HPLC and GC (hereinafter collectively referred to as “Shimadzu’s Equipment”), upon the provisions stated in this Memorandum of Understanding.

NOW THEREFORE, for and in consideration of the above premises and the covenants hereinafter set forth, the parties hereto hereby agree as follows:

1. **Scope of Co-operation**

- 1.1 The mode and extent of the Co-operation Project are set out in this **MEMORANDUM OF UNDERSTANDING (“MOU”)** as spelt out in the ensuing provisions.

2. **Provision of Site and Furnishing**

- 2.1 KU will place Shimadzu’s Equipment in the Shimadzu-KU Educational Centre for Pharma Professionals at the Campus.

3. **Provision of Hardware**

- 3.1 Shimadzu will install Shimadzu's Equipment at no cost to KU. The equipment to be installed shall remain under the ownership and risk of Shimadzu and the specifications of the equipment are specified in **Annex A**.
- 3.2 Shimadzu shall provide insurance cover for any accidental loss of and damage to the equipment installed.
- 3.3 Shimadzu shall be fully responsible for the maintenance and repair of the equipment and accessories and bear the cost incurred for the repair and maintenance except replacement of consumable parts (save and except where the consumable parts are for the training of Shimadzu's Clients, in which case the costs and replacement of the consumable parts shall also be borne by Shimadzu).

4. **Upgrading of Equipment**

As and when appropriate, Shimadzu will, in consultation with KU, review and if deemed necessary, upgrade the equipment with newer versions.

5. **Utilisation of Equipment provided by Shimadzu**

- 5.1 The HPLC and GC systems provided by Shimadzu will be used primarily to conduct high level trainings as well as training tools for students and staff of KU, as well as, to Shimadzu's Clients.
- 5.2 Notwithstanding Clause 5.1, Shimadzu hereby authorises and permits KU and KU reserves the right to use all Shimadzu-owned equipment in KU's premises (including the HPLC and GC) at KU's absolute discretion.
- 5.3 Subject Always to Clause 3.3 above, both Shimadzu and KU will endeavour to take reasonable care in using and carrying out light up-keeping of the HPLC and GC after each lesson delivery or usage.

6. **Access to Shimadzu-KU Educational Centre for Pharma Professionals and other Facilities**

- 6.1 During the period of co-operation and Subject Always to prior written notification given by Shimadzu to KU and upon prior mutual agreement by both KU and Shimadzu as to the schedules, procedures and all other arrangements of the training sessions and/or visitation by Shimadzu's Clients, KU will permit Shimadzu and such persons or parties whom Shimadzu has identified and notified to KU as being Shimadzu's clients ("Shimadzu's Clients") access to the SHIMADZU-KU Educational Centre for Pharma Professionals equipped with Shimadzu's Equipment at no charge for training in applications of HPLC and GC equipment marketed by Shimadzu for up to 30 days per year and Provided Always That:-
- (i) Shimadzu will provide sufficient notice to KU for the use of KU's facilities, so that research programmes of KU will not be disrupted;
 - (ii) Shimadzu will be allowed access to the Shimadzu's Equipment for viewing by Shimadzu's Clients subject always to Shimadzu having provided sufficient notice to KU prior to any visit;

- (iii) Upon request by Shimadzu, KU may at its absolute discretion accord to Shimadzu use of other training facilities (such as other laboratory facilities and lecture rooms outside the SHIMADZU-KU Educational Centre for Pharma Professionals), subjected to availability and the prevailing rates for usage of these facilities; and
- (iv) Shimadzu and Shimadzu's Clients shall at all times during the period of co-operation comply with all by-laws, laws, enactments, directives, requirements, rules and regulations, policies and provisions currently enforced and/or hereinafter enforced by the proper authorities in respect of Shimadzu's Equipment, the nature of the training and the health, safety and welfare of all parties at the Campus and/or otherwise.

6.2 Subject Always to Clause 3.3 above, both Shimadzu and KU will endeavour to ensure that the SHIMADZU-KU Educational Centre for Pharma Professionals and any other associated training facilities are well-maintained and accompanying equipment in such facilities operate normally after each usage.

7. Training of KU Staff

7.1 During the period of co-operation, Shimadzu shall provide training for KU staff on areas relevant and critical to the proper use of the equipment. The schedule of the training courses and the nominated persons shall be decided in consultation with KU School of Science (KUSOS) Dean & Head of Department of Pharmacy, Professor Panna Thapa, and Shimadzu. No course fees or other charges will be levied for the training.

7.2 Both Shimadzu and KU shall observe the intellectual property rights of all parties for the materials shared during the period of co-operation. For avoidance of doubt, both Shimadzu and KU agree and declare that all intellectual property howsoever created and/or to be created by KU, its staff, students or otherwise, using Shimadzu's Equipment or otherwise, shall belong absolutely to KU.

8. Management of Project

8.1 The Co-operation Project will be managed by Professor Panna Thapa, Dean of KUSOS & Head of Department of Pharmacy, KU and Shimadzu under KU's normal administrative procedures and policies.

9. Duration of Co-operation

9.1 Subject to the other provisions of this Memorandum of Understanding, the duration for the co-operation shall be for 3 years commencing from 24th of December 2007. Thereafter, Shimadzu and KU shall review the status of this Co-operation Project and may extend it on such terms as shall be mutually agreed.

9.2 In the event that KU or Shimadzu wishes to end the co-operation before the completion of the 3-years period, a 6 (six) months' notice in writing shall be given to the other party.

10. Waiver and Indemnity

10.1 Without limiting the generality of Clause 11.1 below, in consideration of KU agreeing to enter into this Memorandum of Understanding with Shimadzu, allowing Shimadzu to place and install Shimadzu's equipment at KU and agreeing to permit the training of Shimadzu's Clients at the Campus, Shimadzu hereby agrees to waive any and all claims that Shimadzu have or may in the future have against KU and releases KU from any and all liability for any theft, damage, injury, disability, death, loss, cost, expense or otherwise that Shimadzu or whomsoever else (including, without limitation, Shimadzu's Clients) may howsoever suffer resulting from having installed Shimadzu's equipment on Campus, the use of Shimadzu's Equipment and/or their presence at the Campus AND Shimadzu shall indemnify and keep indemnified and hold harmless KU from any and all liability for any damage, injury, disability, death, loss, cost or expense to any property, person, party or body and/or any claims, demands, fines, penalties, action or legal proceedings whatsoever howsoever resulting from the presence of Shimadzu's Clients and/or Shimadzu's Equipment at the Campus.

11. **Liability and Damages**

11.1 The liability of Shimadzu and KU shall be limited to the compliance of the terms contained in this MOU as far as it is reasonably possible to do so. No claim for damages arising from whatsoever other cause or reason shall be entertained by either Shimadzu or KU.

12. **Joint and Several**

12.1 The responsibilities, liabilities and obligations of SAP and PCC herein are held on a joint and several basis.

13. **Good Faith**

13.1 The parties hereto recognize that it is impractical to make provision for every contingency which may arise in the course of performance of the provisions hereof and accordingly declare their intention that this MOU shall operate between them with fairness and without detriment to the interest of any party and the parties hereto further covenant and agree with each other that they shall use their best endeavors to ensure that full effect is given to the terms of this MOU in the spirit in which it was agreed.

13.2 If by reason of any unforeseen occurrence or development the operation of this MOU is likely to cause any inequitable hardship to any of the parties hereto, the parties hereto will negotiate immediately in good faith as to what manner the terms and conditions of this MOU may be modified in order to provide in an equitable manner within the spirit of this MOU for such unforeseen occurrence or development PROVIDED HOWEVER that no modification or amendment of this MOU shall be valid unless made in writing and agreed to by the parties hereto.

14. **Governing Law**

14.1 This Memorandum of Understanding and its interpretation shall be governed by the laws of Nepal.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first abovescribed.


SIGNED by)
For and on behalf of)
SHIMADZU (ASIA PACIFIC) PTE LTD)
(Co. No. 04521/1989-E))


.....
Mr Tsuguo Kishida
Managing Director
Shimadzu (Asia Pacific) Pte Ltd

In the presence of


.....
Mr Senya Imamichi
Deputy Managing Director
Shimadzu Analytical (India) Pvt Ltd

SIGNED by)
For and on behalf of)
Pacific Commercial Company (P) Ltd)

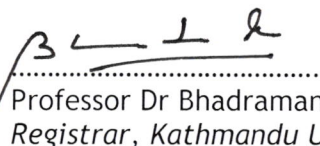

.....
Mr Bijendra Shrestha
Director
Pacific Commercial Company (P) Ltd.

In the presence of

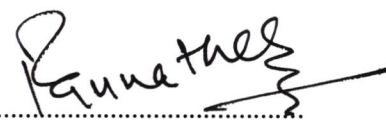

.....
Mr Ojesh Bajracharya
Divisional Manager
Pacific Commercial Company (P) Ltd

SIGNED by)
For and on behalf of)
KATHMANDU UNIVERSITY)




.....
Professor Dr Bhadraman Tuladhar
Registrar, Kathmandu University

In the presence of


.....
Professor Dr Panna Thapa
Dean of KUSOS & Head of Department
Department of Pharmacy
Kathmandu University

Annex A

SPECIFICATIONS OF HIGH PERFORMANCE LIQUID CHROMATORAPH & GAS CHROMATOGRAPH EQUIPMENT PROVIDED BY SHIMADZU

1. LIQUID CHROMATOGRAPH

Quantity : One

Model : Shimadzu Prominence High Pressure Binary Gradient HPLC System

Features :

- Binary Pump with Vacuum Degasser
- Auto-sampler
- Column Oven
- UV Detector
- Data Management System

2. GAS CHROMATOGRAPH

Quantity : One

Model : Shimadzu GC-2014 with SPL, FID and TCD packed and capillary model

Features :

- Optimum injection mode can be achieved with GC-2014
- Compact, high-sensitivity FID & TCD detectors that offers superb sensitivity
- Expandability to support all types of Analysis (Select from four types of injection units and five types of detectors according to the target compounds and analysis objective. Modular injection units, detectors and auto-injectors can be easily added)
- Data Management System