

**MEMORANDUM OF UNDERSTANDING (“MOU”)**

**BETWEEN**

**HUMANO FORTE SERVICES PVT. LTD.**

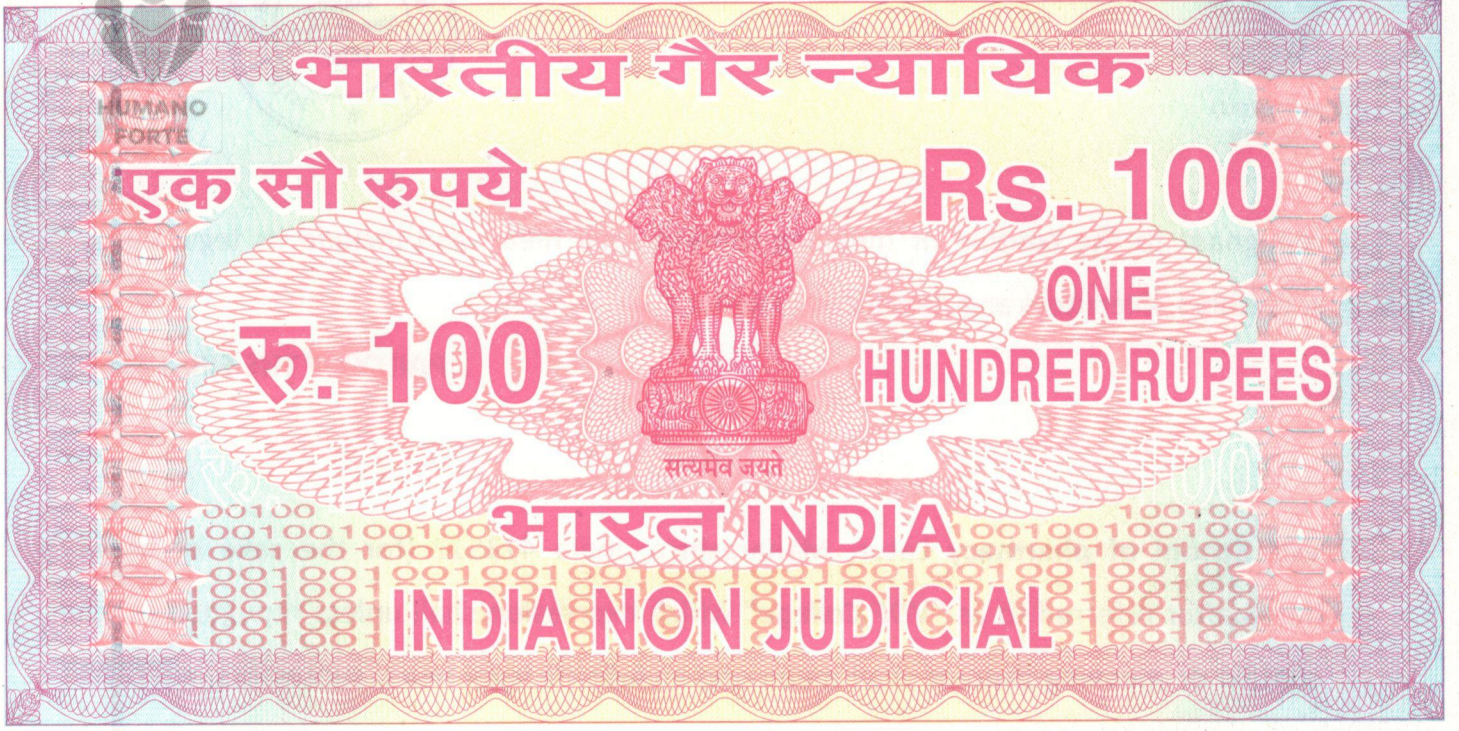
**AND**

**VDF SCHOOL OF PHARMACY LATUR, MAHARASHTRA, INDIA 413531**

**FOR**

**CAREER PROGRESSION, TRAINING AND DEVELOPMENT OF THE  
STUDENTS.**





महाराष्ट्र MAHARASHTRA

2023

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मुद्रांक विक्री नोंदवही अ.क्र.  
मुद्रांक शुल्क रक्कम  
मुद्रांक विकत घेणाऱ्याचे नांव

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हस्ता, असल्यास नाव व पत्ता  
परवानाधारक मुद्रांक विक्रेत्याचा

व्ही. सी. एफ. २३३ ऑफ फर्निचरी  
तय - व्ही. थि २



म.क्र. 3009009

### MEMORANDUM OF UNDERSTANDING

मुद्रांक विक्रेत्याचे ठिकाण,

पत्ता : एम. एस. मुळे,

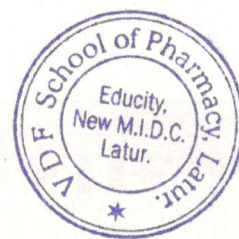
This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into  
29<sup>th</sup> December 2023 at Pune, Maharashtra 411057.

पदांक विकत घेणाऱ्याची

BY AND BETWEEN

M/S HUMANO FORTE SERVICES PVT LTD, a company registered under the provisions of the Companies Act, 2013, with office at 3rd floor, office no 303, Tower C, Onyx Business Park, Pink City Road, Kaveri Nagar, Wakad, Pune, Maharashtra, India 411057 (for the sake of brevity hereinafter referred to as "Humano Forte" which expression shall unless





repugnant to the context or meaning thereof shall mean and include its legal heirs, successors, executors and permitted assignees)

**...PARTY OF THE FIRST PART**

**AND**

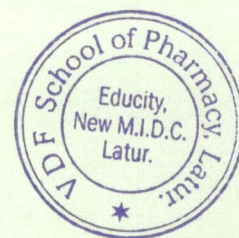
**VDF School of pharmacy** Latur, Maharashtra, India 413512 (for the sake of brevity hereinafter referred to as "**VDF College**") which expression shall unless repugnant to the context or meaning thereof shall mean and include its legal heirs, successors, executors and permitted assignees)

**...PARTY OF THE SECOND PART**

**WHEREAS,**

1. Humano Forte provides a wide range of services tailored to provide career support throughout an individual's/student's professional journey providing special training for professional development, skill development, career progression and making students more productive through counselling, workshops mentorship, other related training, guidance and assisting individuals/students in placements.
2. Humano Forte collaborates with the Colleges to provide placement assistance to students, connecting them with industries in need of manpower, while also emphasizing the importance of collaboration for more effective resource utilization and enhanced opportunities in professional education.
3. Humano Forte shall collaborate with colleges for placements assistance of their students, arranging guest lectures for skill development, building resumes and interview skills of students, conducting workshops, connecting students with industries for placements assistance and other related services.
4. Both the Parties hereto intent to cooperate and focus their efforts within the area of skill development and placement assistance of students.
5. Both the Parties hereto intent to provide a platform to industries and students to come under one roof for the purposes of placement assistance.





6. In pursuance thereof, both the Parties hereto have jointly agreed to enter into this MOU.

**NOW, THEREFORE**, in consideration of the mutual promises as set forth in this MOU, the parties agree as follows:

## **1. DATE OF COMMENCEMENT AND TERM OF AGREEMENT:**

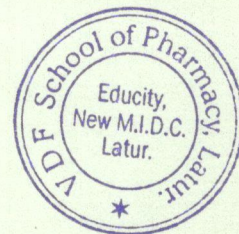
This MOU shall be effective from **1<sup>st</sup> December 2023** (*hereinafter referred to as "date of commencement"*) and shall be valid, unless terminated, for a duration of **5 Years** from the date of the commencement of this MOU.

## **2. RIGHTS AND OBLIGATIONS:**

The mutual Rights and Obligations of Humano Forte and College shall be as set forth hereinbelow:

- 2.1 Humano Forte shall facilitate placements assistance for the students at college.
- 2.2 Humano Forte has created a website "<https://humanoforte.com/>" which works as a platform where students can register themselves for the purposes of placements assistance opportunities and their skill development.
- 2.3 Humano Forte shall develop short term courses in the areas as more particularly provided in "**Annexure-I**" to this MOU.
- 2.4 Humano Forte shall develop the training module for soft skills, communication skills and interview skill development.
- 2.5 Humano Forte shall develop a specialized training module to train the students throughout the graduation/post-graduation program from first year to final year.
- 2.6 Humano Forte shall be responsible for arranging the resource persons, trainers, and experts from various fields.
- 2.7 Humano Forte shall bear all the traveling and other expenses of the resource persons, trainers, and experts for training.



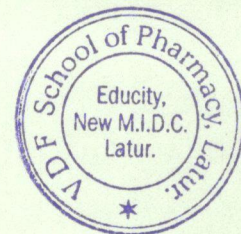


- 2.8 Humano Forte shall arrange for workshops for Personality Development, expert CV writing and Interview skills.
- 2.9 Humano Forte shall provide mentoring and counselling sessions to students on career related topics.
- 2.10 The collection of fees from students shall be the sole responsibility of Humano Forte.
- 2.11 College shall provide a list of students enrolled in various courses of the institution.
- 2.12 College shall coordinate with Humano Forte for the placement assistance of students.
- 2.13 College shall help students to register themselves on the website or any other digital platform developed by Humano Forte.
- 2.14 College shall extend necessary support, in the event, a guest lecture by an industry expert in the Institute premises is organized by Humano Forte.
- 2.15 College shall provide infrastructure to Humano Forte like classrooms, seminar halls, audiovisual aids, practical labs, instruments and equipment for the smooth conduct of the training program without any cost.
- 2.16 College shall perform testing and certification of students in accordance with external certification program, if any required by the industries.
- 2.17 Both the Parties hereto shall coordinate to obtain all approvals, consents, permissions, and licenses of whatsoever nature required for offering placements to students.

### **3. CONSIDERATION (FINANCIALS):**

- 3.1 Humano Forte shall independently charge fees from the students for the services rendered by it. The charges may vary from time to time depending upon the kind of services provided and Humano Forte reserves its right to revise the rates of fees.
- 3.2. College will not have any say in the fees charged by Humano Forte for the services provided by it to Students.





3.3 There will be no charges imposed on colleges by Humano Forte for the onboarding of students onto the platform.

#### **4. REPRESENTATIONS AND WARRANTIES:**

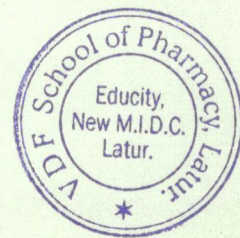
The Parties hereby represent and warrant to each other that:

- 4.1 It is duly established and existing under the laws of the jurisdiction stated against its name of this MOU and has the authority to sign this MOU, perform the duties and obligations under this MOU;
- 4.2 This MOU constitutes legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- 4.3 There are no actions, suits, writs or proceedings pending against it before any court, government, local authority or arbitral tribunal or quasi-judicial authority that restrains it from perform its duties and obligations under this agreement; and
- 4.4 all information provided by them in connection with the services is, to the best of their knowledge and belief, true and accurate in all material respects.

#### **5. FORCE MAJEURE:**

- 5.1 Both the parties hereto shall be entitled to suspend or excuse performance of its respective obligations under this MOU to the extent that such performance is impeded by an event of Force Majeure.
- 5.2 Force Majeure means and includes but not limited to situations which are beyond the control of person, natural disasters like floods, earthquakes, cyclones and weather disturbances, other covered events may include war, terrorist attacks, fire, civil riots, disease or medical epidemics or medical pandemics and curtailment of transportation facilities.
- 5.3 In the event of Force Majeure if any of the party wants to rely on Force Majeure clause to absolve itself of any liability then it shall invoke the clause of Force Majeure by giving written intimation of same to other party within 30 days of the occurrence of such event.





## 6. NOTICE:

All Notices required to be given and approvals required to be obtained hereunder shall be given and obtained in writing through hand delivery, courier, registered post, or electronic mail. All Notices required to be served by either Party hereto upon the other shall be deemed properly served if delivered.

### Respective contact details of the parties for service of notice is as below:

1. Humano Forte: Humano Forte Services Pvt. Ltd  
Address: 3rd floor, office no 303, Tower C, Onyx Business Park, Pink City Road, Kaveri Nagar, Wakad, Pune, Maharashtra 411057  
Email id: mahesh.kokadwar@humanoforte.com
2. College: VDF School of Pharmacy  
Address: New MIDC, Airport Road, Latur, Maharashtra India 413531  
Email id:info.pharmacy@vdf.in

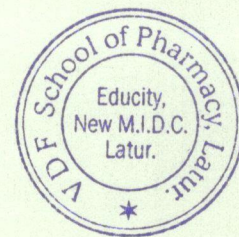
## 7. SEVERABILITY:

All the clauses in this MOU may be severed and if any provision of this MOU or any portion thereof is determined or held to be invalid or unenforceable or unlawful, the remaining provisions of this MOU shall not be affected thereby and shall be binding upon the Parties and shall be enforceable, as though the said invalid or unenforceable or unlawful provision were not contained in this MOU.

## 8. RENEWAL CLAUSE:

This MOU, unless terminated, may be extended for **5 years and mutual discussion** on such terms and conditions as may be agreed by mutual consent of the parties. The intimation of renewal of this MOU shall be in the form of written notice sent by one party of this MOU to the other party 90 days in advance to expiry of this MOU.





## **9. INTELLECTUAL PROPERTY RIGHTS:**

All intellectual property rights in the logos, copyrights, brands of the Parties used in furtherance of this MOU shall vest with the respective Party. In the absence of express words to the contrary, nothing in this MOU shall be interpreted as giving either Party any rights in the other Party's intellectual property rights.

## **10. GOVERNING LAW & ARBITRATION**

This Agreement shall be construed, interpreted, and applied in accordance with the laws of India.

All disputes arising in connection with this agreement, when amicable resolution cannot be found between Parties, shall be finally settled under the Rules of Arbitration and Conciliation Act, 1996. The seat and venue of arbitration shall be at Pune, Maharashtra. The usual arbitration language will be English. Both parties hereby agree that the result of the arbitration is binding.

## **11. TERMINATION:**

- 11.1 Either Party may terminate this MOU giving valid reasons upon 90 calendars days' notice in writing.
- 11.2 In the event of breach of any terms and conditions or obligations of this MOU by either of the parties, the affected party due to the breach may give written notice 90 days after the breach to rectify the material breach. In the event the material breach is not rectified within 90 days of written notice this MOU shall stand terminated.
- 11.3 In the event of termination, both the parties must discharge their obligations existing at the time of termination of this MOU.





HUMANO  
FORTE

IN WITNESS WHEREOF, the Parties have by duly authorized Representatives set their respective hands and seal on the date first above written in the presence of:

*Kokadwar*



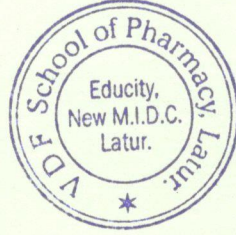
**Humano Forte Services Pvt. Ltd.**

**Director:** Mr. Mahesh Kokadwar

**Address:** 3rd floor, office no 303, Tower C, Onyx Business Park, Pink City Road, Kaveri Nagar, Wakad, Pune, Maharashtra 411057

**Place:** Pune, Maharashtra

*B.S. Wakure*  
29/12  
2023.



**NAME OF INSTITUTE:** VDF School of Pharmacy, Latur

**Authorized Person (Principal):** Dr. B.S. Wakure

**Address:** New MIDC, Airport Road, Latur, Maharashtra, India 413531

**Place:** Latur, Maharashtra