



## MEMORANDUM OF UNDERSTANDING

BETWEEN

**Vraddhi Organic Agro India Private Limited, Vrindavan, Mathura (U.P.)**

**AND**

**M.S. Swaminathan School of Agriculture (MSSSoA) – ICAR Accredited**

**Centurion University of Technology & Management (CUTM), Odisha**

For facilitating Students Training, Internship/ Postgraduate & Ph.D. Research/ Scientists Research and involvement

This Memorandum of Understanding (MoU) is made on September 30, 2020, between

I. Vraddhi Organic Agro India Private Limited (CIN: U01100UP2018PTC111270), a Private Limited Company, hereinafter called the Company, registered with the, Ministry of Company Affairs, Government of India, located in Vrindavan, Mathura (U.P.) represented by the Executive Director of the Company, of the one part and

II. Centurion University, Odisha hereinafter called the University, a State Private University running School of Agriculture established by the Government of Odisha under Odisha Act 4 of 2010 located at Paralakhemundi, Dist-Gajapati, represented by the Registrar of the University, of the other part.

### PREAMBLE

The company being a Manufacturer involved in research and training in the areas of Organic Farm Usable Products with all the necessary equipment and facilities. It has experienced and qualified persons in the area. The company, having research and training interests and expertise in the area of organic farming intends to develop and popularize improved Organic Farm Usable Products.

The University is an important teaching and research university and involved in training the next generation of agricultural scientists and in the development and popularization of newer agricultural techniques. It has expertise in the areas of Genetics & Plant Breeding, pathology, physiology, biotechnology, agronomy, entomology, Animal Sciences and extension, etc. through it's School of Agriculture.

*[Handwritten Signature]*





The company and the University have resolved to come together through this MoU to actively collaborate in development of new Organic Farm Usable Products. The Company and the University also agree to share research facilities such as field facilities of the University and the manufacturing facilities for research and training in the company.

In this regard, the company has sought the collaboration of the University for providing research fields for about three years, extendable for two more years, for conducting trials and for studying the effect of innovative Organic Farm Usable Products in different crops and the University has expressed its willingness for providing research fields. Additionally, following areas will be explored based on terms and conditions mentioned hereunder.

- ❖ The company will provide E-training to the students of the University, in its domain areas.
- ❖ The company will impart advanced E-training to the faculty of the University.
- ❖ Both parties will explore joint research projects in the mutual interest areas.

Where joint projects are undertaken, the amount of funds/ resources that are to be committed by each organization or the funds that are to be sought from funding/ donor agencies is to be decided on case by case basis and will be supported by separate MoUs. The two organizations resolve that in such joint projects, credit will be shared equally in patents, publications and publicity or as agreed in the MoU for the specific project. Credit sharing in case of release of materials and knowledge would be decided after joint discussion and agreed terms and conditions between both the Parties on case-to-case basis. In case, collaborations involve third parties, the MoUs for such projects will include the concerned third party/parties and their rights and responsibilities as indicated in this MoU.

The company trainers will participate in teaching and training activities of the University through guest lectures.

#### 1. Rights and responsibilities of the University

- a) The University shall provide the requisite field area in its campus, for conducting experiments.
- b) The University shall share the existing logistic facilities available at its field stations.





- c) The University shall permit and facilitate the company team for field experiments in the research field stations and suitable accommodation whenever required.
- d) The expenses towards facilities described but not limited to the above, shall be borne by the company on actual cost basis.
- e) All the proposed activities at the University will be handled through the mutually agreed designated scientists/researchers of the University/company.

## 2. Rights and responsibilities of the company

- a) The company team shall visit the University/ Field stations regularly for specific purposes as mentioned below:
- i. To co-ordinate preparation of fields and the raw materials.
  - ii. To co-ordinate manufacturing the new products and its evaluation.
  - iii. Soil sampling for testing and to collect weather data.
  - iv. To co-ordinate crop harvesting on selected experimental fields for research purposes.
  - v. To provide guest lectures and E-training to the students in the teaching program of the University.
- b) The company will provide at any point of time, project training/ practical training (for a period of 21 days to six months) for M.Sc.(Ag.) or B.Sc.(Ag.) students of the University on payment basis. The students will have to make their own accessing arrangements as the company will not be able to provide it to the students.
- c) The company would provide advanced E -training/ Practical E -training to the University faculty members.
- e) The company would be suitably indemnified against any administrative/ financial obligation for this collaborative arrangement, other than mentioned in this MoU.

## 3. Financial arrangement

- a) The company will bear the input cost, if any, for the expenditure incurred in carrying out the experimentation in field of the University.

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b) The schedule of the visit to the University by the company scientists, researchers and trainers will be prepared periodically by the company during the field experiment period and period thereafter for data collection and will be communicated prior to the designated person of the University. The cost for the visit will be borne by the company. Similarly, schedules for E-training students and faculty members of the University would be communicated by the University beforehand.

#### 4. Confidentiality and conditions

a) All information and documents to be exchanged pursuant to this Memorandum of Understanding will be kept confidential by the Parties and will be used subject to such terms as each Party may specify. A Party will not use the information for purposes other than that specified without the prior written consent of the other Party.

b) All Confidential information shall remain the exclusive property of the disclosing Party. The Parties agree that the disclosure of the Confidential Information do not grant or imply any license, interest or right to the Recipient in respect to any intellectual property right of the other Party.

c) Unpublished information, whether oral, in writing or otherwise, discovered or conceived by the scientists or researchers and exchanged under the provisions of this MoU will not be transmitted to a third party, unless otherwise mutually agreed by the Parties.

#### 5. Intellectual property rights for Collaborative Projects

a) Both the company and the University scientists are expected to deliver results that could be useful to farmers and researchers. Institutional policies and norms shall be adhered in handling the data. The particulars of sharing of IPRs will be decided on a case by case basis, as decided in separate MoUs for each collaborative project

#### 6. Disclosure of Information/Material

a. The company and the University agree that except for a Court Order requiring disclosure, neither shall disclose to any third party without the written consent of the other,

any information/ material made available to the Parties, in the performance of work and/ or generated by the performance of work, under this Agreement, except information which at the date hereof was:





(i) in the public domain

(ii) Known to either prior to the date hereof as evidenced by written documents subsequently.

b. All data/ material generated through this Memorandum of Understanding with assistance of the University or a collaborating institute in India from this work programme shall be subject to explicit written approval signed by the University and the company before publication/release of same by the University and /or the collaborating institute or the company.

The provisions in this Article shall survive termination or completion of the Memorandum of Understanding.

#### 7. Commercialization of knowledge/ materials obtained through joint research programs

In case of research results obtained through joint research activities under this MoU both the University and the company will apply as co -applicants for the protection of intellectual property rights subject to exclusive/ non -exclusive rights of both the parties to commercialize the technology in India. Commercialization in any other country shall be done jointly through a separate agreement.

#### 8. Publication

Any publication, document and/or paper arising out of joint work conducted by the Parties pursuant to this MoU will be jointly owned. The use of the name, logo and/or official emblem of the Parties on any publication, document and/or paper will require prior permission of both the Parties. It may however be ensured that the official emblem and logo is not misused.

#### 9. Amendments

The Parties to this MoU may, by mutual consent, add, modify, amend or delete any words, phrases, sentences or Articles in this MoU.

#### 10. Validity / Termination

The MoU shall be effective from the date of its signing by both the Parties, shall be valid for a period of three years from that date and is extendable for a further period of two years. (Renewable subject to approval of both the parties) unless either Party serves notice on the other of its intention to terminate it, in which event, the Memorandum





of Understanding shall stand terminated at the end of one calendar month from the date of issue of such a notice. But the termination of this Memorandum of Understanding shall not affect the validity or duration of specific collaborative programmes already being undertaken there under, unless decided otherwise by the Parties by mutual consent.

In witness, whereof, the two Parties hereunto have signed at Centurion University, Paralakhemundi(Odisha) on this 30<sup>th</sup> day of September, 2020 in two originals in English and the text is being equally authentic.

#### 11. Arbitration

All the disputes arising out of this shall be between the Executive Director, Vraddhi Organic Agro India Private Limited, Vrindavan Mathura Uttar Pradesh and the Registrar, Centurion University, Odisha or their representatives.

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Executive Director  
Vraddhi Organic Agro India  
Private Limited,  
  
Vrindavan, Mathura (U.P.)

*Anita Patra*  
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Registrar  
Centurion University, Odisha  
REGISTRAR  
C.U.T.M,Paralakhemundi  
Dist-Gajapati-761211

Witness

1.

2.

Witness

1.

2.

*S. Panda*  
21.9.2020  
Dean (Admin)  
*Sagar Tripathy*  
21.9.2020