



ଓଡ଼ିଶା ओडिशा ODISHA

39AA 675498

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MoU") is made and entered into on this 21/05/2020

By and Between

IFFCO Kisan Sanchar Limited (IFFCO KISAN), a company established under the Companies Act 1956, having its Corporate Office at IFFCO House, 34 Nehru Place, New Delhi -110019 (hereinafter referred to as "**IFFCO KISAN**," which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) on the **FIRST PART**.

AND

MS Swaminathan School of Agriculture, CENTURION UNIVERSITY OF TECHNOLOGY AND MANAGEMENT, ODISHA, on the **SECOND PART**.

Whereas "IFFCO KISAN" and "Centurion University" are hereinafter jointly referred to as the "PARTIES" and individually as "PARTY".

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1. Preamble:

IFFCO Kisan is engaged in providing rural centric information through telecom, communication, information technology, broadcasting and other technology and also in Agri Business Services and Retail Marketing in rural and semi-urban areas of India and Centurion University is a private state university committed to empowering communities and shaping their lives through education and skill development:

2. Objective:

IFFCO KISAN and Centurion University are desirous in jointly empowering the farmers with advanced farm technologies developed as part of research and development (R&D) activities by Centurion University. The parties intend to work together as partners on a long-term basis to continue bridging the Centurion University's R&D to farms and form a knowledge platform between the teams.

3. Obligations Of Parties:

- i. IFFCO Kisan would be Centurion University's Partner for ensuring execution of farm based activities required in implementation of advanced agri-tech suite developed by Centurion University.
- ii. Centurion University shall open its knowledge platform on new agri-tech developed by its R&D team to IFFCO Kisan for further possibility of implementation on farm and move towards productizing the technology as partners
- iii. IFFCO Kisan may look at engaging students of Centurion University for their summer projects, internships, etc. if required, based on a mutually beneficial alliance.
- iv. IFFCO Kisan will explore the possibilities of forward linking the produces of farmers/ FPOs growing exclusive patented varieties developed by Centurion University such as 'Low GI Rice' in Odisha. Gradually, the possibility of farmers growing these patented crop varieties in other regions of the Country will also be explored as pilot.
- v. Centurion hereby agrees that IFFCO Kisan is free to market the above mentioned 'Rice' variety under its retail brand 'Swarnahar'
- vi. IFFCO Kisan agrees to highlight the benefits of the rice variety with due credit to Centurion University in various marketing promotions.
- vii. A pilot to test out Centurion University's smart agri-tech suite on Cumin and Coriander crop is proposed in the upcoming season. IFFCO Kisan may extend technical and field execution support in the pilot farms.

The roles, obligations and responsibilities spelt out in this Memorandum are not inclusive and limited and parties are free to discuss and modify the terms by as may be mutually agreed by the Parties in writing.



1. Terms and Termination

- (i) This MoU will be effective for one year from 21/05/2020 to 20/05/2021. This MoU may be extended or renewed for successive term of one year if the Parties mutually agree so in writing not later than one month prior to the expiration of this MoU.
- (ii) Either party shall have the right to terminate this MoU at any stage by giving a 30 days' prior written notice to the other party.

No such termination shall, however, affect the confidentiality obligations set forth in this Memorandum.

2. Commercial

The MoU holds no commercial agreement between the two parties. The commercials may be included in the later stage on case to case basis as mutually agreed between the two parties.

3. Confidentiality

Both parties acknowledge that, in the course of performing this Memorandum, they may obtain or develop certain information relating to products (such as goods, services, and Application Software) of the other party, or relating to the parties themselves, which is of a confidential and proprietary nature. Such Confidential Information is any information which is marked as confidential, proprietary or trade secret information, which may include, but is not limited to, trade secrets; know how, inventions, techniques, processes, programs, Application Software, schematics, Application Software source documents, data, Company lists or other identifying data regarding industry relationships, financial information, and sales and marketing plans. The parties shall at all times, both during the term of this Memorandum and for a period of at least five (5) years after its termination and the completion / expiration of the Development, whichever is later, keep secret in trust and confidence all such Confidential Information, and shall not use such Confidential Information of the other party other than in the course of its duties under this Memorandum, nor shall either party disclose any such Confidential Information to third parties, excluding only its employees with a *bona fide* need to know, without the other party's prior written consent.

- a. The obligations of confidentiality set forth herein shall not apply to information which;(a) was rightfully in possession of or known to one party without any obligation of confidentiality prior to receiving it from the other party; (b) is, or subsequently becomes, legally and publicly available without breach of this Memorandum; (c) is rightfully obtained by one party from a source other than the other party without any obligation of confidentiality; (d) is developed by or for one party without use of the Confidential Information and such independent development can be shown by documentary evidence; and (e) becomes available to one party by wholly lawful inspection or analysis of products or services offered for sale by the other party. Further, either party may only disclose Confidential Information pursuant to a valid order issued by a court or government agency, provided that such party provides the other party: (i) prior written notice of such obligation; and (ii) the opportunity to oppose such disclosure or obtain a protective order.

- b. Either party to this Memorandum shall be free to use for any purpose the residuals resulting from access to or work with Confidential Information as defined herein, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by persons who have had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals.
- c. Either party in breach of this provision shall be liable to compensate the other for all damages and consequences of its disclosure of the confidential information.
- d. The Information will at all times remain the property of Disclosing Company. Receiving Company will use it solely for the Purpose mentioned hereinabove.
- e. The Companies agree that no adequate remedy at law exists for a material breach or threatened material breach of any of the provisions of this Agreement by the Receiving Company, the continuation of which unremedied will cause the Disclosing Company to suffer irreparable harm. Accordingly, the Disclosing Company shall be entitled, in addition to other remedies that may be available to it, to immediate injunctive relief from the court of competent jurisdiction and any material breach of any of the provisions of this Agreement and to specific performance of its rights hereunder, as well as to any other remedies available at law or in equity.
- f. Upon the request by the Disclosing Company during the term of this Agreement or upon the termination or expiration of this Agreement, the Receiving Company shall immediately return to the Disclosing Company all documents and other materials constituting Confidential Information together with all copies, duplicates and summaries thereof.

4. Force Majeure

Both parties shall be released from their respective obligations in the extraordinary event or circumstances beyond human control such as an event described as an act of God (like natural calamity) or events such as national emergency, war prohibitive, governmental regulation or if any other cause beyond the reasonable control of the parties.

5. Successors, Affiliates and Assigns:

This Memorandum shall be non binding upon and shall ensure to the benefit of the parties hereto, and their respective affiliates, successors and assigns.

6. Intellectual Property

All intellectual property, including but not limited to, patents, copyrights, trade secrets, technical information, proprietary know-know and data (collectively "Intellectual Property"), owned prior to or newly developed independent of this MOU by a party and disclosed to the other party under this MOU shall remain the sole property of developing party.

7. Indemnity

Both Parties agree to release, indemnify, and hold the other Party, its agents, employees, officers, directors and affiliates harmless from all liabilities, claims and expenses, attorney's fees, arising out from this Memorandum, including without limitation claims that program or any part thereof infringes intellectual property rights of any third party or any other proprietary right of any third person or entity, or in any manner arising out of this Memorandum, in the event the other Party is threatened with suit by a third party and with respect to any claim, loss, damage or liability of any kind (including reasonable attorney fees) arising from any act, omission or negligence, performance, non-performance or breach of obligations, undertakings, representations or warranties (verbal as well written) under this Memorandum

8. Amendments:

No amendment or modification to this Memorandum shall be valid unless set forth in writing and signed by the Parties.

9. Non-Waiver:

No Waiver of any breach of any provision of this Memorandum shall be held to be a waiver of any other subsequent breach, and the failure of a party, at any time to enforce any provision hereof shall not be deemed to be a waiver of any right of any such party subsequently to enforce any such provision or any other provision hereof.

10. Entire Agreement

This MoU constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes any and all prior agreements, whether oral or written with respect to the subject matter hereof.

This MoU will be the basis for the arrangement with respect to the joint development hereinabove. Upon completion of the MoU or in the duration of this MoU, the parties will be in good faith to discuss and then decide by their mutual consent to execute the Service Agreement.

11. Notices:

All notices, demands or other communications required to be given or made hereunder shall be in writing and delivered personally or sent by prepaid registered post or facsimile transmission addressed to the intended recipient thereof at its address or facsimile number given below or to such address or facsimile number as any party may from time to time notify to the other parties:

To CENTURION UNIVERSITY:

Kind Attention	:	Dr. Anita Patra (Registrar, CUTM)
E-Mail	:	registrar@cutm.ac.in
Address	:	Centurion University of Technology and Management, At/Po: R.Sitapur, Via: Uppalada, Parlakhemundi, Dist: Gajapati, Odisha - 761211



To IFFCO KISAN:

Kind Attention	:	Sandeep Malhotra (Managing Director)
E-Mail	:	Sandeep.malhotra@iffcokisan.com
Address	:	IFFCO Kisan Sanchar Limited IFFCO House, 34, Nehru Place, New Delhi - 110019

Any such notice, demand or communication shall be deemed to have been duly served if given or made by facsimile transmission, immediately on receipt of the transmission report by the sender, or if given personally, on delivery thereof to the address of the recipient, or if given by registered post, five days after posting the same by registered post.

12. Parties Represents and Warranties To Each Other That:

- (a) it has the necessary power to enter into and perform its respective obligations under this Memorandum;
- (b) all actions, conditions and things required to be taken, fulfilled and done in order to (i) enable them to lawfully enter into and perform their obligations under this Memorandum; (ii) ensure that those obligations are legally binding and enforceable have been taken, fulfilled and done;
- (c) the authorised signatories of the Parties are validly in office and duly authorised to execute this Memorandum and execution by such authorised signatory will bind the party;
- (d) the execution and delivery of this Memorandum and performance hereunder will not result in a breach of any other Memorandum entered into by the Party or will not conflict with any order, judgment, rule or regulation by which the Party is bound.

13. Survival:

Subject to the provisions of this Agreement, the terms and conditions of this Agreement that by their nature and contents and confidentiality, indemnity and intellectual property clauses are intended to survive the performance here of by any or both the parties hereto shall so survive the completion and /or termination of this Agreement.

14. Non-Circumvent:

Each Party agrees not to directly or indirectly contact and deal with or otherwise be involved with any employee, clients/customer or other entities introduced by either Party without the specific written permission of the either Party.



15. Governing Law and Dispute Resolution:

This MoU shall be governed by the laws of India. The courts at New Delhi shall have exclusive jurisdiction over all matters arising out of or relating to this MoU.

In the case of any dispute or any difference between the parties arising out of or in relation to this Memorandum including dispute or difference as to the validity of this Memorandum or interpretation or any of the provision of this Memorandum, the same shall be resolved by mutual discussion. However, if there is any dispute, not resolved within 30 days, then the same shall be resolved by the sole Arbitrator, to be appointed by the parties and such arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The provisions of this Article shall survive the termination of this Memorandum. Each party shall bear its own cost; all common costs shall be shared equally by both the parties. The venue of the arbitration shall be New Delhi.

Counterparts:

This Memorandum may be executed in duplicate and one original copy to be retained by each party. This Memorandum executed in duplicate shall constitute one and the same Memorandum.

This Memorandum shall supersede any similar relationship Memorandums entered into between the two parties prior to this date.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR RESPECTIVE HANDS THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.


Signed for and on behalf of

For **IFFCO KISAN SANCHAR LIMITED**


Name: **SANDEEP MALHOTRA**
Designation: **Managing Director**
Place: **New Delhi**
Date:

Witness - :

For **CENTURION UNIVERSITY**


Name: Dr. Anita Patra
Designation: Registrar **REGISTRAR**
Place: Odisha **CUTM, Paralakhemundi**
Date: **Dist. Gajapati-761211**

Witness:- Dr. S. P. Nanda

