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: NUTRACEUTICAL RICH ORGANIC INDIA PVT LTD

Article 5 Agreement or Memorandum of an agreement

Not Applicable

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: MAHAKAUSHAL UNIVERSITY JABALPUR MP

: NUTRACEUTICAL RICH ORGANIC INDIA PVT LTD

NUTRACEUTICAL RICH ORGANIC INDIA PVT LTD

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Ramesh Chandra Ojha Advocate Notary stt. Head Quarter Alic

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herewith called as the 'MOU') is entered into on 13th day of September two thousand and twenty one (2021), by and between

Nutraceutical Rich Organic India (P) Ltd.

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Mahakaushal University, Jabalpur (M.P.), Ainthkheda, Mukunwara Road, Post-Tilwara, Jabalpur (M.P.) 482003. THE FIRST PARTY represented herein by its Vice-Chancellor (hereinafter referred as 'First Party', the institution which expression, unless excluded by repugnant to the subject or context shall include its successors – in office, administrators and assigns).

AND

Nutraceutical Rich Organic India Private Limited, (NROI), H.No. 99-A/1 Beniganj, Kala Danda, Near ADC Law Faculty, Prayagraj, Uttar Pradesh, 211016, THE SECOND PARTY represented herein by its Founding and Executive Director, (herein referred as 'Second Party', Company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).



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First Party and Second Party are hereinafter jointly referred to as 'Parties and individually as 'Party') as

WHEREAS:

- A.) First Party is a Higher Educational Institution named:
 - 1. Mahakaushal University, Jabalpur (M.P.)
- B.) First Party and Second Party believe that the collaboration and co-operation between themselves will promote more effective use of their resources and provide each of them with enhanced opportunities.
- C.) The Parties will be working with the aim of Promoting
 Nutritional Wellbeing and Economic Prosperity of
 Tribal Family
- D.) The Parties will work together towards achieving the objective of Creating Farmers Community Based Institution, Farmer Producer Organisation on Nutri Cereal Development
- E.) The Parties intent to cooperate and focus on their efforts on cooperation within area of skill based training, education and research in the field of the regenerative sustainable rainfed organic agriculture of different millet crops like Ragi, Jowar, Bajra, Kodo, Sanwa, Kutki, and Kakun.
- The Parties intent to cooperate and focus on their efforts on cooperation within area of Millets Promotion, conserving and propagation of their crops

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in the <u>rainfed tribal belt of Madhya Pradesh</u>, eastern Uttar Pradesh, Chhattisgarh and Uttarakhand with <u>the Mission of Promoting Healthy Nutrition at the Last Mile.</u>

- G.) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- H.) Nutraceutical Rich Organic India Private Limited,(NROI), the second party is engaged in the field of Business, Manufacturing, Exports, skill development, education and R&D services in the field of regenerative sustainable agriculture.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

Clause -1

Cooperation

1.1 Both parties are united by common interest and objectives, and they shall establish channels of communication and cooperation that will promote and advance their respective operations within the **institutions** and its related wings. The party shall keep each other informed of potential opportunities and shall share all



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Director

information that may be relevant to secure additional opportunities for one another.

- 1.2 First Party and Second Party Co-operation will facilitate effective utilization of the intellectual capabilities of faculty of the first party providing significant input to them in developing suitable teaching/ training systems, keeping in mind the need of the industries, the second party.
- 1.3 The general terms of cooperation shall be governed by this MOU. The parties shall cooperate with each other and shall, enter into all relevant agreements, deeds, documents (the definitive documents) as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.



Nutraceutical Rich Organic India (P) Ltd.

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CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological upgradation, innovation and competitiveness of an industry. Both parties believe that close cooperation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 Curriculum Design: Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- Industrial Training & Visits: Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students



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to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.

- 2.4 Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of Regenerative Organic Agriculture and Nutraceuticals and Nutri-cereal crops.
- 2.5 Skill Development Programs: Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.6 Guest Lectures: Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- 2.7 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.8 Placement of Trained Students: Second Party will actively engage to help the delivery of the



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- training and placement of students of the First Party into internships.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein
- 2.10 There is no financial commitment on the part of the Mahakaushal University, Jabalpur, M.P. the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

Clause-3

INTELLECTUAL PROPERTY

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

Vice Chancellor

Director

Director

CLAUSE 4

VALIDITY

This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period Name of Industry, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of Training Partner or Nutraceutical Rich Organic India Pvt. Ltd, Prayagraj, Uttar Pradesh, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU

Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

CLAUSE 5

RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership.

Neither Party is authorized to use the other Party's name in any way, to make any Newscontations come Plud.



create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.



Nutraceutical Rich Organic India (P) Ltd.

Second Party

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Name of City.

AGREED:

For Mahakaushal University

For Nutraceutical Rich Organic India Pvt. Ltd.

Nutraceutical Rich Organic India (P) Ltd.

Authorized Signatory

Mahakaushal University	Nutraceutical Rich Organic India Private Limited
Address: Ainthkheda, Mukunwara Road, Post- Tilwara, Jabalpur (M.P.) 482003	Address: 99-A/1 Kala Danda, (Near ADC Law Faculty) Beniganj, PRAYAGRAJ (Allahabad) -211016
Contact Details: 9935048850, 8719060984	Contact Details : 9452787868, 9958741378
E-mails: vc@mku.ac.in	E-mails: nutriorganicindia@gmail.com
Web: mku.ac.in	Web: https://nutririchorganicindia.wordpress.com/

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