

Memorandum of understanding

Between

Bhakt Darshan Govt PG College, Jaiharikhal

Dist. Pauri Garhwal Uttarakhand 246193

And

Vitacrop Technologies PVT. LTD

Office no: HD 275, 10th Floor, RMZ Lattitude Commercial,

69/458/69, Bellari Road, Hebbal, Bengaluru - 560024

This Memorandum of Understanding (MOU) is being signed on May 28, 2024, between Bhakt Darshan Government Post Graduate College, Jaiharikhal, located near Gumkhal, Dist. Pauri Garhwal, Uttarakhand, 246193 (referred to as the first party) and Vitacrop Technologies PVT. LTD, located at Office no: HD 275, 10th Floor, RMZ Lattitude Commercial, 69/458/69, Bellari Road, Hebbal, Bengaluru - 560024 (referred to as the second party). Both parties will be individually referred to as "Party" and collectively as "the Parties".

Considering that the Parties want to establish a contract to educate and instruct the students of the first Party, with the aim of assisting them in obtaining employment in the areas of plant breeding, crop enhancement, and other agricultural companies and industries.

The parties wish to document certain terms and conditions of their planned collaboration. In light of this, the parties mutually agree to the following terms and conditions as stated herein.

1. Purpose and Scope: The Parties aim to establish this Memorandum of Understanding (MOU) as the basis and framework for any potential future legally binding agreements concerning the training of students from B.D. Govt. P.G. College, Jaiharikhal. The training, amongst other topics, may focus on methods to enhance the nutritional qualities and ability of traditional crop varieties to withstand abiotic stresses. The second Party's experience and knowledge in these skills would be crucial in training the selected students and enhancing the development of competent human resources, technological know-how, creativity, and competitiveness of crop varieties in hilly areas.

ii. The educational courses for pupils encompass both offline and online methods, or whichever approach is agreed upon by both parties.

iii. The Second Party to the selected students may provide career coaching and job placement assistance to students, both inside its own organisation and in other similar organisations, as needed by companies involved in environmental solutions to the extent feasible and practicable.

Students enrolled in their dissertation or Ph.D. course, if selected by the Second Party, are permitted to visit the organisation for a brief period to receive assistance in the aforementioned areas, in order to successfully finish their dissertation and research work through a joint plan.

v. Both organisations may collaborate to organise joint conferences, workshops, and training courses for students and faculties in the field of cooperation.

Both organisations may collaborate in utilising the research facilities to enhance academic and research endeavours in the cooperative field.

The selection of students for training shall be at the sole discretion of the Second Party. This discretion extends to both the number of students to be selected and their performance in the screening process established by the Second Party. Given that the Second Party may have similar arrangements with other colleges and institutions, this Memorandum of Understanding (MOU) does not impose any obligation on the Second Party to select a specific number of students for training. Furthermore, this agreement does not obligate the Second Party to train or place any particular number of students.

This Memorandum of Understanding (MOU) shall not establish or give rise to any form of official agreement or commitment. Instead, it is a mutual agreement between the Parties to foster a cooperative and united environment in order to establish and uphold goals and obligations pertaining to the education and training of the first Party's students, as well as to assist them in securing employment opportunities within their own organisation or other comparable companies.

2. Objectives: The Parties hereby establish the following agreements:

1. The Parties will collaborate and coordinate their efforts to fulfil the purpose of the MOU.

The purpose of this Memorandum of Understanding (MOU) is not to limit the Parties to this Agreement from engaging or collaborating with any other public or private individuals, agencies, or organisations.

3. The Parties may collaboratively and actively engage in all aspects of the planning and development of students from the first Party who are engaging in training programmes provided by the second Party, to the maximum extent feasible.

4. This Memorandum of Understanding (MOU) does not have the purpose of establishing any rights, benefits, or trust responsibilities between the Parties.

The MOU does not require either Party to provide funds for the maintenance and/or sustainability of a shared fund account.

3. Term: This agreement will begin on May 28th, 2024, as previously said, and will last for one year, concluding on May 27th, 2025, unless terminated earlier. If both parties agree, they can extend the Memorandum of Understanding (MOU) by putting it in writing.

4. Termination: Either party has the authority to terminate this agreement by providing writing notice to the other party, with a minimum of 30 days' notice.

5. Representations and Warranties: Both Parties assert that they possess complete authorization to engage in this Agreement. Neither party's performance or responsibilities will breach the rights of any third-party or contravene any other agreement between the parties, individually, and any other entity, organisation, or business, or any legal or governmental regulation.

6. Indemnity: The Parties agree to compensate and protect the other Party, its affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees, and costs of any kind or amount whatsoever, resulting from the negligence or violation of this Agreement by the party providing compensation, its successors and assigns, in relation to this Agreement. This clause remains fully enforceable even after the Agreement is terminated either by its natural conclusion or by early termination initiated by either party.

7. Limitation of Liability: Neither party shall be held liable to the other party or any third party for any damages arising from this agreement, including but not limited to loss of revenue, anticipated profit, or lost business. This limitation does not apply in cases where the damages are directly caused by a party's negligence or breach.

8. Severability: If any term of this Agreement is considered invalid or unenforceable, either in whole or in part, that specific part will be removed from the rest of the Agreement. All other parts will remain in existence and enforceable.

9. Waiver: The omission by either Party to utilise any entitlement, authority, or advantage specified in this Agreement will not be interpreted as a renunciation of any subsequent or future utilisation of that entitlement, authority, or advantage, or the utilisation of any other entitlement, authority, or advantage.

10. Legal and binding agreement: This Agreement is a legally binding contract between the Parties mentioned above. The Agreement can be executed and is legally enforceable within the jurisdiction of India. Both Parties affirm that they possess the requisite authority to engage in this Agreement.

11. Governing law and jurisdiction: The Parties mutually agree that this Agreement will be subject to the jurisdiction and laws of the Indian states of Uttarakhand and Karnataka.

12. Entire Agreement: The Parties acknowledge and agree that this Agreement constitutes the complete and final agreement between them. If the Parties wish to alter, include, or otherwise amend any term, they must do so in written form that is signed by both parties.


The Parties agree to the terms and conditions set forth above demonstrated by their signatures as follows:

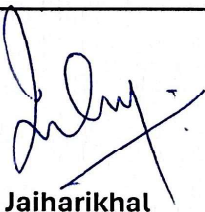
For Vitacrop Technologies Pvt. Ltd.


Director

Agreed for the first party

Agreed for the second party


28/05/2024
PRINCIPAL
Bhakt Darshan Govt. P.G. College
Jaiharikhal (Pauri Garhwal)

Bhakt Darshan Government Post Graduate College, Jaiharikhal	Vitacrop Technologies PVT. LTD
Address: Near Gumkhal, Post Jaiharikhal, District Pauri Garhwal, Uttarakhand PIN 246 193	Office no: HD 275, 10th Floor, RMZ Lattitude Commercial, 69/458/69, Bellari Road, Hebbal, Bengaluru, Karnataka PIN - 560024
Contact person: Principal	Contact person: Managing Director
Email: principal_lansdowne@rediffmail.com	Email: vivekanand.tiwari@vita-crop.com
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Witness 1 Dr. R.K. Dwivedi Assistant professor Department of Botany B.D. Govt. P.G. College, Jaiharikhal 	Witness 1 Mrs. Puja Tiwari Director, VITACROP TECHNOLOGIES Pvt Ltd Bengaluru, Karnataka 