



असम ASSAM

MEMORANDUM OF UNDERSTANDING

C 324699

The memorandum of understanding (hereinafter called as the 'MOU') is entered into on this the 4<sup>th</sup> DAY OF - November - Two thousand and twenty (04.11.2020), by and between

Department of Biotechnology, Gauhati University, Guwahati 781014, THE FIRST PARTY represented herein by the Head, Department of Biotechnology, Gauhati University (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successor - in-office, administrator and assigns)

AND

Mushroom Development Foundation, Guwahati 781001, THE SECOND PARTY, and representing herein by its General Secretary Mr. Pranjal Baruah (hereinafter referred as 'Second Party', a not-for-profit organisation which expression, unless excluded by or repugnant to the subject or context shall include its successor - in-office, administrator and assigns)

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

WHEREAS:

- A. First party is a Higher Education Institution named:  
Department of Biotechnology, Gauhati University, Guwahati 781014
- B. First Party & Second Party believe that collaboration and cooperation between themselves will promote more effective use of each of their resources, and provide each of them with

Mushroom Development Foundation  
Pranjal Baruah  
Authorised Signatory



enhanced opportunities.

- C. The parties recognizing the importance of research and development in the areas of mushroom cultivation and intent to cooperate and focus their efforts within areas of Skill Based Training, Education and Research.
- D. Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E. **Mushroom Development Foundation, Guwahati 781001**, the Second Party is engaged in in spawn production, training of farmers, marketing of mushrooms and related fields.
- F. The Mushroom Development Foundation (MDF), a not-for-profit organisation established in 1997 and based in Guwahati, is working towards spawn production, training of farmers, and marketing of mushrooms.

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

**CLAUSE 1  
CO-OPERATION**

- 1.1. Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all 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 the faculty of First Party providing significant inputs to them in developing suitable teaching / training / production systems, keeping in mind the needs of the industry, the Second Party.
- 1.3. First Party and Second Party shall make provisions to share their respective important R&D facilities in order to promote academic and research interactions in the areas of cooperation.
- 1.4. The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and 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.

Mushroom Development Foundation

Harish Banerjee  
Authorised Signatory

Head, Department of Biotechnology  
GAUHATI UNIVERSITY  
Guwahati-781014  
Moham Ch. Kalish



**CLAUSE 2**  
**SCOPE OF THE MoU**

- 2.1. The students from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation 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/trainees fit into the industrial scenario meaningfully.
- 2.3. **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 facilities 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 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. The Second Party may seek assistance/guidance of Department of Biotechnology, Gauhati University faculty member/s in product/process development modification, modernization, trouble shooting, etc.
- 2.4. **Spawn Production Cum Research Lab:** Both Parties aim to address the existing gaps in the Quality Mushroom Spawn supply in North East India. The Spawn Production Cum Research Lab at Department of Biotechnology, Gauhati University will be a repository of quality strains; facilitating commercial span production which will be finally provided to the farmers. The facility will also make ready to grow 'Mushroom Spawn Bags' for mushroom entrepreneurs. This will ensure up scaling of mushroom cultivation and will jointly promote consumption of mushroom among the citizens.
- 2.5. The quality control of stock cultures, assessing purity and viability of strains as and when required will be provided by the First Party to the Second Party, which will make commercial spawn from the same. The Infrastructure such as building space and equipment required will be provided by the First Party to the Second Party. The Second Party will use the facilities to produce commercial mushroom spawn and ready to grow mushroom bags to be sold to the farmers in affordable price. The First Party will assist the Second Party in contamination free mushroom spawn production in the allocated space. Man power along with raw materials will be provided by the Second Party for commercial production on mushroom spawn. Both the Parties will push for infrastructural development by securing external finance from National and International Funding Agencies. There is no financial commitment on the part of the University to support any programme mentioned in the MoU.
- 2.6. Net income (subtracting the costs of doing business from the total revenue generated) from



the sales of spawn and related entities, will be shared at a ratio mutually agreed by both the Parties. In case of loss for any reason, the loss will be borne by both the Parties in a similar manner. The ratio that has been agreed during the time of this agreement is First Party 40% and Second Party 60% from the net income.

- 2.7. **Separate Accounts and Statements:** A separate bank account will be maintained by the Parties for externally funded projects during the term of this MOU.
- 2.8. **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of mushroom cultivation. There will be no restriction on publication of results, subject to the condition that no Intellectual Property Rights can be secured for any part of the work which will be decided with mutual consent. Both the parties will be free to independently carry out follow-up research on the research work conducted under this scheme. Waste generated from this facility may be used for vermicomposting as decided by the First Party.
- 2.9. **Working hours and Holidays:** The facility created under this MOU can operate under its own schedule decided after mutual agreement between both the Parties. Only certified personnel accredited by both the Parties may access the said facility.
- 2.10. **Skill Development Programs:** Second Party in collaboration with the First Party will train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.11. **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.
- 2.12. **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.
- 2.13. **Placement of Trained Students:** Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs.
- 2.14. **Showcase business activities:** The Second Party may showcase its business activities at the seminar/workshop/conference, etc. at Department of Biotechnology, Gauhati University.
- 2.15. **Mushroom promotion:** Both the Parties will jointly raise funds and resources for promotion of mushroom cultivation in North East India.
- 2.16. The Second Party may avail library, Internet, computational facilities at Department of Biotechnology, Gauhati University.
- 2.17. Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein.
- 2.18. If there is any other financial consideration including maintenance of facility, it will be dealt separately by both the parties through mutual discussion.

Mushroom Development Foundation  
Authorised Signatory  
Head, Department of Biotechnology  
GAUHATI UNIVERSITY  
Guwahati-781014



**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. If the outcome of a project results into an intellectual property, for which rights can be secured, it will be decided on case to case basis. Similarly, sharing of expenditure in securing such rights and income accrued through royalty etc. by the parties under the law will be decided on case to case basis after mutual consultation. Both the parties will have exclusive trademark rights over products developed as an outcome of this MOU.

**CLAUSE 4**  
**VALIDITY**

- 4.1. 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 Mushroom Development Foundation, Guwahati, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 4.2. 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. The Parties will pay to one another any amounts due under this Agreement through the date of termination within 90 days/ as per Gauhati University policy. Tangible assets, whether movable or immovable; intangible assets including intellectual property will be shared or liquidated between the two Parties on case to case basis after mutual consultation.

**CLAUSE 5**  
**CONFIDENTIALITY**

- 5.1. During the tenure of the MOU both the parties will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.
- 5.2. Both Department of Biotechnology, Gauhati University; the First Party and Mushroom Development Foundation, Guwahati, the Second Party shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or projects.

Mushroom Development Foundation  
Authorised Signatory

Head, Department of Biotechnology  
GAUHATI UNIVERSITY  
Guwahati-781014



- 5.3. Further both the parties shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.
- 5.4. CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing Party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing Party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing Party before such disclosure or during the discussions. However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving Party,
- (b) is already in the rightful possession of the receiving Party prior to its receipt of such data or information;
- (c) is independently developed by the receiving Party without reference to the confidential information of the disclosing Party
- (d) is rightfully obtained by the receiving Party from a Third Party or is in the public domain
- (e) is disclosed with the written consent of the Party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing Party.

#### CLAUSE 6 AMENDMENTS

- 6.1. Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

#### CLAUSE 7 RELATIONSHIP BETWEEN THE PARTIES

- 7.1. 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 representations or 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.

First Party

Second Party

Page 6 of 6

Head, Department of  
Biotechnology  
GAUHATI UNIVERSITY  
Guwahati-781014

MUSAROOI TECHNOLOGY FOUNDATION  
Authorized Signatory



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 Guwahati. The language of arbitration shall be English.

**AGREED:**

For Department of Biotechnology,  
Gauhati University

Mohan Ch. Kalita  
Authorized Signatory  
Department of Biotechnology  
GAUHATI UNIVERSITY  
Guwahati-781014

For Mushroom Development  
Foundation, Guwahati

Ranjit Baruah  
Authorized Signatory  
13/11/2020  
Mushroom Development Foundation  
32, Lamb Road, Guwahati

Department of Biotechnology, Gauhati University	Mushroom Development Foundation, Guwahati
Address Gopinath Bordoloi Nagar JALUKBARI GUWAHATI - 786014	Address 32, LAMB ROAD, AMBARI GUWAHATI - 781001, ASSAM
Contact Details 9957181630	Contact Details 9854003003
E-mails mckalitagn@gmail.com	E-mails mdfassam@gmail.com
Web www.gauhati.ac.in	Web www.mushroomfoundation.in

Witness 1: DEBASISH BORBOA  
13/11/2020

Witness 2: Dr. S. S. Swargija  
13/11/2020

Witness 3: MK  
13/11/2020  
Mohammad Imtiaz  
Khan

Witness 4: Dr. HRIDIP KUMAR SARMA  
13-11-2020



Visnuroor: Development Foundation

*[Handwritten Signature]*  
Authorized Signatory

Head, Department of  
Biotechnology  
GAUHATI UNIVERSITY  
Guwahati-781014