

## MEMORANDUM OF UNDERSTANDING

PREAMBLE Whereas, Department of Biotechnology, Gauhati University is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and northeast India is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science & Technology by undertaking industrial & applied research and consultancy.

WHEREAS, *Trinity Fructa Private Limited* is engaged in manufacturing of *electrolyte drink*, research, design and development and consultancy in the field of *ready to serve fruit based drinks* and related fields. WHEREAS, both Department of Biotechnology, Gauhati University and *Trinity Fructa Private Limited*, now

- Recognizing the importance of research and development in the areas *food science and technology*, as well as imparting industrial training to the technology/sciences students, etc.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to *food science and technology*.
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on *food and beverages* and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both Department of Biotechnology, Gauhati University and *Trinity Fructa Private Limited* hereby acknowledge and agree to sign a memorandum of understanding (MOU).

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## ARTICLE-I:

SCOPE OF THE MOU This MOU details the modalities and general conditions regarding collaboration between Department of Biotechnology, Gauhati University and Trinity Fructa Private Limited for enhancing, within the country, the availability of highly qualified manpower in the areas of Biotechnology without any prejudice to prevailing rules and regulations in Department of Biotechnology, Gauhati University and Trinity Fructa Private Limited without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to Department of Biotechnology, Gauhati University and Trinity Fructa Private Limited. The areas of cooperation can be extended through mutual consent.

## ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both Department of Biotechnology, Gauhati University and Trinity Fructa Private Limited shall encourage interactions between the Engineers, Scientists, Research fellows, faculty members and students of both the organizations through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint conferences and seminars;
- c) Practical training of Department of Biotechnology, Gauhati University and Trinity Fructa Private Limited
- d) Joint guidance of student projects/thesis in food science and technology and other areas of national and regional interest at Department of Biotechnology, Gauhati University and Trinity Fructa Pvt Ltd on mutually agreeable terms.
- e) Trinity Fructa Private Limited would accommodate M.Tech/MSc students in such a number that deems convenient to it for the purpose of imparting industrial training.
- f) Trinity Fructa Private Limited may depute its personnel as visiting faculty at Department of Biotechnology, Gauhati University to teach any of the regular Course or specialized topics.
- g) Further, Trinity Fructa Private Limited may request to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses maybe run at any mutually convenient premises.
- h) Trinity Fructa Private Limited may seek assistance/guidance of Department of Biotechnology, Gauhati University faculty member/s in product/process modification, modernization, trouble shooting, etc.
- i) Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc

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j) Trinity Fructa Private Limited may showcase its business activities at the seminar/ workshop/ conference, etc. at Department of Biotechnology, Gauhati University.

k) INDUSTRY may avail library, Internet, computational facilities at Department of Biotechnology, Gauhati University.

l) There will be no restriction on the contents of the thesis and on publication of results of the thesis, 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.

m) Both Department of Biotechnology, Gauhati University and Trinity Fructa Private Limited will be free to independently carry out follow-up research on the thesis work conducted under this scheme.

n) If the outcome of a project related to product development, process technology and design etc. which involves matter of secrecy and concern with security of the State and the Country, the same will not be allowed for publication/printing in any form such as Electronically/verbal, etc. 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.

#### ARTICLE-III :

##### SHARING OF FACILITIES

a) Department of Biotechnology, Gauhati University and Trinity Fructa Pvt Ltd shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.

b) Department of Biotechnology, Gauhati University and Trinity Fructa Private Limited shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section.

c) Department of Biotechnology, Gauhati University and Trinity Fructa Private Limited shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective institutes.

d) The collaborative programme between Department of Biotechnology and Trinity Fructa Private Limited shall be coordinated by a coordination committee appointed by Directors of both the Institutes.

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ARTICLE-IV: EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 5 years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of Trinity Fructa Private Limited and Department of Biotechnology, Gauhati University.
- e) Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

*Paulz*  
20-2-2020  
Head, Department of Biotechnology  
Gauhati University  
Guwahati-781045

*Dr. K. N. Singh*  
Competent Authority of Industry  


Witness:


1. *Sujy*  
20-2-2020  
(Dr. Sujy Bose)

1. *Opankar Deo*

2. *Hridip Kumar Sarma*  
(HRIDIP KUMAR SARMA)

2. *Rajnish Saikia*

3. *Mk*  
(Dr Mohammad Intiqaj Khan)

  
Date 20.02.2020