



MEMORANDUM OF UNDERSTANDING

FOR

ACADEMIC AND RESEARCH

COLLABORATION

BETWEEN

AGRICULTURE FORUM FOR TECHNICAL

EDUCATION OF FARMING SOCIETY, KOTA

AND

SHREE GURU GOBIND SINGH

TRICENTENARY UNIVERSITY, GURUGRAM

MEMORANDUM OF UNDERSTANDING
BETWEEN
AGRICULTURE FORUM FOR TECHNICAL EDUCATION OF FARMING
SOCIETY, KOTA
AND
SHREE GURU GOBIND SINGH TRICENTENARY UNIVERSITY,
GURUGRAM

The Memorandum of Understanding (MOU) made on 12-02-2024 between Agriculture Forum for Technical Education of Farming Society, Kota and Shree Guru Gobind Singh Tricentenary University, Gurugram.

About Agriculture Forum for Technical Education of Farming Society, Kota:

Agriculture Forum for Technical Education of Farming Society is an autonomous research and educational organization registered under 'The Rajasthan Societies Registration Act No. 28, 1958 bearing the Registration No. COOP/2023/KOTA/20108, also registered under MSME, NITI AAYOG, Govt. of India. **Agriculture Forum for Technical Education of Farming Society** serves as a spiracle between a network of rural communities in India and other stakeholders, such as the government, development Organizations, and corporate entities. It is a spherical Organization of professionals in the agricultural and related sectors in India. By putting all of them on a single platform, AFTEFS accomplishes this task. **Agriculture Forum for Technical Education of Farming Society** is a common platform of Professors, Associate Professors, Assistant Professors, Ph.D. Scholars, Students; mystics, experts, researchers working in various scientific institutions across India and abroad, which is committed to multifaceted efforts for versatile development in the agriculture sector of India.

Shree Guru Gobind Singh Tricentenary University, Gurugram:

Shree Guru Gobind Singh Tricentenary University, Gurugram, Haryana, India (Accredited NAAC A+) is a premier institution under Dashmesh Educational Charitable Trust founded in 1999. SGTU is one of the best private universities in Delhi NCR, India with a rich legacy of excellence in research, innovation and skill development. The Faculty of Agricultural Sciences (ICAR Accredited) at SGT University, established in 2016-17, is offering, besides others, courses of B.Sc. (Hons.) Agriculture, M.Sc. Agriculture in Agronomy, Horticulture, Vegetable Sciences & Plant Pathology and PhD in Genetics and Plant Breeding, Horticulture, Agronomy & Soil Sciences in the Department of Agriculture. The faculty emphasizes innovative learning, critical thinking, and a more holistic approach to experiential, discussion-based, and analysis-based learning.

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Registrar
SGT University
Budhera, Gurugram

PREAMBLE

Agriculture Forum for Technical Education of Farming Society, Kota and Shree Guru Gobind Singh Tricentenary University, Gurugram, recognizing the mutual interest in the field of research, development, education and dissemination to promote joint research activities. Both Agriculture Forum for Technical Education of Farming Society, Kota and Shree Guru Gobind Singh Tricentenary University, Gurugram are joining hands to play an effective role as committed to facilitate Society-Academia Interaction activities by way of joint organization of Workshops cum Training Programs, Symposia, Conferences, Seminars, Summer & Winter Schools, Faculty Development Programs and internship work etc. in the area of their mutual interest and benefits.

NOW THEREFORE PURSUANT THERETO, both the Parties hereby agree as follows: -

Purpose

The purpose of the co-operation between Agriculture Forum for Technical Education of Farming Society, Kota and Shree Guru Gobind Singh Tricentenary University, Gurugram under this MoU are as follows:

- a. to promote interest in the research and training activities of the respective institutions and
- b. Both the organizations shall seek to promote:
 - i. Organize symposia, conferences, seminar and workshops on research issues;
 - ii. Conducting joint training programs related various aspects of design, biotechnology, veterinary science, agriculture, and sciences.
 - iii. Joint research and continuing Summer & Winter Schools.
 - iv. Collaboration in research and development, and consultancy studies in the field of mutual interest
 - v. Publication of academic materials and publications
 - vi. Conducting expert/ guest lecturers
 - vii. Undertaking joint research
 - viii. Attachment of staff for purposes of curriculum development and review, attendance of courses, upgrading of teaching and research skills
 - ix. Participation in seminars, symposiums, and other types of academic discussions
 - x. Conducting Study tours.
 - xi. Any other activity decided by mutual agreement.

A specific plan will be worked out for each activity; setting forth detailed arrangements for collaboration will be agreed. Terms and conditions for each visit or an assignment or such exchange, including those concerning financial implications will be worked out

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between the institutes. A separate agreement will be entered into giving such details including term of exchange of any intellectual property.

Coordination: Each institution shall designate a coordinator to oversee and facilitate the implementation of this Agreement as under. Both the coordinators will periodically review and identify ways to strengthen cooperation between the two institutions. For this purpose, the President, Agriculture Forum for Technical Education of Farming Society, Kota is **Dr. Jitendra Mehta**, and for Shree Guru Gobind Singh Tricentenary University, Gurugram is **Dr. Joginder Yadav, Registrar**.

Commencement and Tenure of MOU

1. This Memorandum of understanding will take effect on the date of signature by both the parties herein. It shall remain in force initially for a period of five years and can be amended/ terminated on mutual written agreement between **Agriculture Forum for Technical Education of Farming Society, Kota** and **Shree Guru Gobind Singh Tricentenary University, Gurugram**.
2. This MOU may be terminated by either party at any time provided that the terminating party gives to other party written notice of intention to terminate at least six months prior to termination. However, all prior and ongoing commitments made by the parties shall be completed in such eventualities, as agreed.
3. This general agreement of cooperation shall be identified as the **parent document** of any program agreement executed between the parties. Further agreements concerning any program shall provide details concerning the **specific commitments** made by each party and shall not become effective until they have been reduced to writing and executed by the duly authorized representatives of the parties. Except as may be stipulated in any specific program agreement, each institution shall be responsible for expenses incurred by its employees under this agreement. Before planning any joint activity, financial responsibilities of each party shall be reduced in writing and agreed upon.

Dispute Resolution and Jurisdiction

If a dispute arises out of or in connection with this MOU/contract/ agreement, or in respect of any defined legal relationship associated herewith or derived there from, the parties agree either to seek an amicable settlement or that dispute by conciliation under the ICADR Conciliation Rules, 1996 or to submit that dispute to arbitration under the ICADR Arbitration Rules, 1996. The authority to appoint Conciliator/ Arbitrator shall be the International Centre for Alternative Dispute Resolution. The International Centre for Alternative Dispute Resolution will provide administrative service in accordance with the ICADR Conciliation/ Arbitration Rules, 1996. The place of conciliation/ arbitration proceedings shall be Gurgaon/Delhi.

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2. This MoU shall be governed by and construed in accordance with the substantive laws of the Republic of India and the jurisdiction will be the courts at Gurgaon, Haryana and the Apex court.

Intellectual Property Rights

- a) Each party shall continue to retain all right, title and interest in its works, creations and inventions, including all intellectual property rights therein (collectively "IPR Rights") made or acquired by a Party prior to the Date of signing of this MOU or outside the scope of this MOU and nothing shall be deemed to be assign or transfer, license, release or waiver of its IPR Rights. Either party may use the name, registered trademarks, service marks, logos, insignia or any other proprietary designation (collectively the "Marks") of the other Party or its products or services with the other Party's prior written approval, however, nothing in this MOU shall be deemed, construed or interpreted as granting to either Party any right to use any of the Marks, products or services of the other Party. While using the said Marks, the party which uses the said Marks, shall comply at all times with the current version of the applicable mark and logo guidelines of the other party without any fail
- b) If the outcome of the Projects results into an Intellectual Property, for which rights can be secured, it will be decided on case to case basis as to who shall own such Intellectual Property Rights. 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 discussions.
- c) Knowledge developed, which can result in commercial exploitation would be IPR protected and filed jointly by both the institutes. The expenses involved in protecting the IPR shall be shared equally. However, if one of the institute decides not to share the expenses for protecting IPR, then it should assign its rights to the other institute to enable the other institute to file for IPR protection.
- d) Any returns arising of commercialization of the Intellectual Property generated out of the programmes undertaken under this MoU, will be shared in proportion to be decided mutually in writing by both the parties.

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Confidential Information

- a) During the tenancy of the MoU, both the parties will maintain strict confidentiality and prevent disclosure of all the confidential information and data exchanged under the scope of this MoU for any purpose other than in accordance with this MoU. Each Party agrees to protect the Confidential Information disclosed to it with the same degree of care as it would use to protect its own confidential information of like nature, but not less than a reasonable degree of care, and agrees not to disclose to any third party the fact that the Confidential Information has been provided to or received from the other Party or that discussions are taking place between the Parties. 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.
- b) Confidential Information for the purpose of this clause shall mean and include any and all information of a confidential nature whether disclosed in writing or not including the following without limitation
- (i) Technical and other information including, without limitation, current and future products, product development, business strategies and business forecasts and results, regulatory strategies, lifecycle management strategies, manufacturing, distribution, commercial practices, scientific data, processes, intellectual property and intellectual property strategies;
 - (ii) Any information and/or materials relating, but not limited to, the business affairs, personnel, financial condition, operations, assets and/or liabilities or commercial interests of a Party and its Affiliates or of a third party to which the disclosing Party has lawful access that is disclosed pursuant to this Agreement;
 - (iii) all personally identifiable information, such as name, title, address, telephone number and e-mail address ("Personal Data"); and
 - (iv) information, data and results pertaining to tests and analysis performed with samples, if any.
- c) Such obligation shall not apply to information which
- (i) is in or becomes part of the public domain through no fault of the receiving party
 - (ii) was rightfully in receiving party's possession before receipt from the disclosing party,
 - (iii) is rightfully received by the receiving party from a third party without a duty of confidentiality;
 - (iv) is disclosed by the disclosing party to a third party without a duty of confidentiality on the third party

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- (v) is independently developed by the receiving party; or
- (vi) must be disclosed under operation of law or regulation

Amendment

Any modification, amendment, or waiver of any provision of this MOU shall be effective if, but only if, in writing and signed in person or by a duly authorized representative of each party against whom enforcement of such modification, amendment or waiver is sought.

Indemnification

Each Party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its servants and agents. Each Party ("Defaulting Party") hereby undertakes and agrees to indemnify and keep and hold the other Party ("Non Defaulting Party") indemnified and harmless from and against all claims, proceedings, damages, losses, actions, costs and expenses arising as a consequence of or out of this MOU or arising from any breach of terms and conditions of this Agreement including any third party claims for infringement of intellectual property rights.

Independent Contractors

The status of the parties under this MOU shall be that of independent contractors. No party shall be authorized to waive any right or assume or create any contract or obligation of any kind in the name of, or on behalf of, the other or to make any statement that it has the authority to do so. Nothing in this MOU shall be construed as establishing a partnership, agency, employment, or other similar relationship between the parties hereto.

Partial invalidity:

If any clause, paragraph, term or provision, of this MOU or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any law or regulation or government policy, such clause, paragraph, term or provision shall be deemed several and the remainder of the MOU shall remain valid and enforceable.

The two parties agree with the terms and conditions specified as above, put their signature, and seal witness of the same.

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Registrar
SGT University
Budhera, Gurugram

Authorized Signatories

Name: **Dr. Jitendra Mehta**
President, Agriculture Forum for
Technical Education of Farming Society,
Kota (Rajasthan)

(with seal)

Jitendra Mehta
12/02/2024
President
Agriculture Forum for Technical
Education of Farming Society

Name: **Dr. Joginder Yadav**
Registrar
Shree Guru Gobind Singh Tricentenary
University, Gurugram, Haryana

(with seal)

Joginder Yadav
Registrar
SGT University
Budhera, Gurugram

Witness 1:

Name: **Dr. Krishnendra S. Nama**
Vice President
Agriculture Forum for Technical
Education of Farming Society, Kota

Witness 1:

Name: **Dr. Pooja Pant**
Associate Dean, Faculty of Agricultural Sciences
Shree Guru Gobind Singh Tricentenary University,
Gurugram, Haryana

FINANCIAL RESPONSIBILITIES

Consent has also been established on various financial attributes for the smooth conduct of all the works of various activities stipulated under the MoU to be signed on **February 12th, 2022** between **Agriculture Forum for Technical Education of Farming Society**, Kota and School of Agriculture, Shree Guru Gobind Singh Tricentenary University, Gurugram, Haryana. Based on this MoU, it will be decided as to which organization will take charge of various items arising during the conduct of various works.

The details of various economic/financial burdens falling in favor of the Agriculture Forum for Technical Education of Farming Society, Kota and School of Agriculture, Shree Guru Gobind Singh Tricentenary University, Gurugram, Haryana are as follows:

Participation of School of Agriculture, Shree Guru Gobind Singh Tricentenary University, Gurugram, Haryana

- **Venue-** Providing space for various programs to be organized in offline mode like conferences, seminars, symposia, workshops, etc. whose details are as follows –
 1. A main conference hall with a seating capacity of approximately 300 persons.
 2. Conference rooms with a seating capacity of 40-50 persons with the stage (optional) for various parallel technical sessions.
- **Transportation Facility-** To arrange transportation of guests and speakers invited to the program from their boarding to the venue.
- **Stay / Housing Facility-** Making accommodation arrangements for people coming in offline mode, whose details are as follows –
 - i. High quality guest rooms for honorable guests and speakers (minimum number of 10)
 - ii. General level guest rooms or scholar houses with proper arrangements for double or triple sharing for registered delegates and participants coming from other and remote places on paid basis.
- **Teaching Aids:** To arrange various equipment and instruments required for various speeches, lectures, demonstrations and technical sessions conducted from inauguration till the valedictory ceremony of the program.
These include projectors, sound broadcasters, pointer, laptops, podium, whiteboards and markers etc. Whose number will be determined according to the technical sessions.

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- **Maintenance and regular cleaning** of the designated venues provided throughout the event.
- **Availability of Man-power:** For the smooth conduct of the program, skilled and capable staff members and volunteer students of the institute will have to be made available during the program.
- **Banquet:** The high tea, refreshment, food etc. of all the registered students, scholars, faculty members and other people associated with the School of Agriculture, SGTU will be managed by the university itself.

NOTE: The expenses for managing high tea, refreshment, food etc. of all the delegates coming other than SGTU campus will be paid by AFTEFS.

- **Registration:** For previously mentioned offline activities taking place in offline mode the registration charges of the students and faculty members of the university will be decided by the School of Agriculture, SGTU itself and the amount received will be given to the university only.

NOTE: The amount of all registrations done other than School of Agriculture, SGTU will be in favour of AFTEFS.

Participation of Agriculture Forum for Technical Education of Farming Society, Kota

- **Designing & Printing:** Designing and printing work of brochures, certificates and souvenirs to be used and distributed during the program.
- **Conference Kit:** To arrange conference kit for all the registered participants attending the program.
- **Cultural activity:** Cultural activity (possibly 1st day) and laughter night (possibly 2nd day) organized during the program.
- **travel expense:** To bear the travel expenses of the guests and speakers invited to the program.
- **Remuneration:** To pay the gifts and remuneration of guests and speakers invited to the program.
- **Banquet:** The expenses for managing high tea, refreshment, food etc. of all the delegates coming other than School of Agriculture, SGTU will be paid by AFTEFS.

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The two parties agree with the terms and conditions specified as above, put their signature, and seal witness of the same.

Authorized Signatories

Name: Dr. Jitendra Mehta President, Agriculture Forum for Technical Education of Farming Society, Kota (Rajasthan) (with seal) <i>[Signature]</i> 12/02/2024 President Agriculture Forum For Technical Education of Farming Society	Name: Dr. Joginder Yadav Registrar Shree Guru Gobind Singh Tricentenary University, Gurugram, Haryana (with seal) <i>[Signature]</i> Registrar SGT University Budhera, Gurugram
Witness 1: <i>[Signature]</i> 12/02/2024 Name: Dr. Krishnendra S. Nama Vice President Agriculture Forum for Technical Education of Farming Society, Kota	Witness 1: <i>[Signature]</i> 12-02-24 Name: Dr. Pooja Pant Associate Dean, Faculty of Agricultural Sciences Shree Guru Gobind Singh Tricentenary University, Gurugram, Haryana