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Non Judicial  **Indian-Non Judicial Stamp**  **Haryana Government** Date : 26/06/2023

Certificate No. GDZ2023F11  Stamp Duty Paid : ₹ 101
(Rs. Only)

GRN No. 104380748  Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Sgt university
 H.No/Floor : Nil Sector/Ward : Nil LandMark : Nil
 City/Village : Budhera District : Gurugram State : Haryana
 Phone: 70*****96

Buyer / Second Party Detail

Name : Manoj
 H.No/Floor : Gf91 Sector/Ward : Nil LandMark : Ansal plaza
 City/Village: Palam vihar District : Gurugram State : Haryana
 Phone : 70*****96 Others : Rajesh

Purpose : AGREEMENT



The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is made and entered into on 22-04-2023

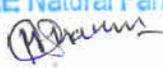
By and Between

Bee Natural Farm Pvt Ltd (BNF), a company incorporated under the laws of Haryana, India, having its registered office at GF-91, Tower B, Ansal Corporate Plaza, Palam Vihar, Gurgaon, Haryana, 122017(hereinafter referred to as "BNF", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean include and its successors, and assigns and to the extent expressly set forth herein, its affiliates) through its authorized representative.....,

And

Faculty of Agricultural Sciences, SGT University established under the laws of India, having its campus at Gurgaon-Badli Road Chandu, Budhera, Haryana, 122505(hereinafter referred to as "FASC", which expression shall, unless repugnant to the context or meaning thereof, be deemed


Registrar
SGT University
Budhera, Gurugram

For BEE Natural Farm Private Limited

Director

to mean and include its successors, and assigns and to the extent expressly set forth herein, its affiliates) through its Registrar, Mr. Joginder Yadav.

Whereas the purpose of this MOU is to formalize the association between BNF and FASC to undertake a joint research project on year-round production of Royal Jelly in stationary apiaries at the Faculty of Agricultural Sciences of SGT University, Gurgaon, Haryana.

NOW, THEREFORE, THIS MOU WITNESSETH AND PARTIES COVENANTS:

1. Terms of the MOU:

FASC and BNF shall collaboratively undertake a research project with the aim of achieving tangible outcomes by utilizing best practices and expert guidance. The project will primarily focus on the intersection of apiculture and agriculture, with a specific target of year-round production of Royal Jelly from stationary apiaries. Both parties will work together to design and implement the project to achieve mutually agreed objectives.

The research project shall be conducted at the Faculty of Agricultural Sciences of SGT University, Gurgaon, Haryana.

BNF will provide the necessary support and resources for the successful implementation of the research project. This includes practical methods and procedures, as well as support to create and promote a culture of innovation and entrepreneurship. In addition, BNF will arrange for any outside services that may be required after taking approval from FASC, and FASC will bear the costs associated with it. The prototyping services for automation and testing of any new tools during the course will be conducted jointly within the SGT's for joint research project on royal jelly production. FASC shall provide the necessary infrastructure, including but not limited to laboratory facilities, experimental fields, and academic support, for the successful implementation of the research project.

- FASC and BNF shall work together to ensure that the research project is completed within the agreed timeline.
- BNF shall provide internships for the students taking part in the research project.

2. INTELLECTUAL PROPERTY RIGHTS

Each Party shall retain all right, title and interest in its works, creations and inventions, including all intellectual property rights therein (collectively "IPR Rights") and nothing herein is intended or shall be deemed to be a transfer, license, release or waiver of its IPR Rights.

All intellectual property arising from the research project shall be jointly owned by BNF and FASC, and any commercialization of the technology developed shall be subject to a separate agreement between the parties. FASC and BNF shall jointly publish the research


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findings in academic journals and present them at conferences, seminars, and workshops .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

3. CONFIDENTIALITY:

Neither party shall publicize this MOU and the annexes thereto, the provisions herein or related subject matter to any third party unless agreed to in writing by the other party. The parties agree that any proprietary business and/or technical information or material received orally or in writing and which is designated as "Confidential" or similar restrictive legend (hereinafter "Confidential Information") provided in connection with this MOU will be held and maintained in confidence, including this MOU and its annexes, and shall not be disclosed to any third party without the prior written consent of the disclosing party. The obligation upon the parties to protect the Confidential Information of the other under this MOU shall survive any expiration or termination of the relationship between the parties for any reason.

4. TERM AND TERMINATION

The MOU shall be effective and enforceable from the date of authentication by both the Parties and shall remain in force for a period of one year (June 2023- June 2024) from the date of signing, unless terminated earlier. The agreement may be extended by mutual consent of the two parties

It may, however, be open to either of the Party to terminate the MOU by giving the other party a notice period of 15 days. However, both the Parties will meet any residual obligations in connection with the present MOU, notwithstanding its termination.

5. CONSIDERATION

Once the budget for the joint research project is approved, the SGT University may release funds to the BNF based on a predetermined schedule or as the expenses are incurred. BNF shall be required to submit invoices or receipts to the SGT university to support their expenses and ensure that the funds are used for the intended purposes.

6. 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.


Registrar
SGT University
Budhera, Gurugram

For BEE Natural Earths Private Limited

Director

7. MISCELLANEOUS

- BNF and FASC shall comply with all applicable laws, rules, and regulations relating to the conduct of the research project, including but not limited to environmental, health, and safety regulations.
- This MOU shall not be assignable or otherwise transferable by a party without the prior written consent of the other party.
- 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 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, joint venture, agency, employment, or other similar relationship between the parties hereto

8. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

Any disputes arising from this MOU shall be resolved amicably through consultation between the parties. If the parties are unable to resolve the dispute within 30 days, the dispute shall be referred to arbitration in accordance with the rules of the state of Haryana and the laws of India and the decision of the arbitrator shall be final and binding on all parties. The place of arbitration shall be Gurgaon, Haryana


Registrar
SGT University
Budhera, Gurugram

For BEE Natural Farm Private Limited


Director

This MOU shall be governed by and construed in accordance with the substantive laws of the Republic of India. The Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Gurugram

Signed for and on behalf of BNF:

Manoj K Sharma &
Rajesh Kumar

Managing Directors

Signed for and on behalf of FASC SGT University:

Dr. Ashok Kumar
Dean, FASC

Signed by Registrar and on behalf of
SGT University, Gurgaon

By: Registrar
SGT University
Budhera, Gurugram

Witnessed:

Witness 1

By: Ajdaav

Name : _____

Designation : _____

Witness 2

By: Weerakshu

Name : _____

Designation : _____

Signed for and on behalf of
Bee Natural Farm, Palam Vihar,
For BEE Natural Farm Private Limited

By: Director

Witnessed Director

Witness 1

By: _____

Name : _____

Designation : _____

Witness 2

By: _____

Name : _____

Designation : _____