

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is executed on Sunday, 05/03/2023

Between

Department of Chemistry of **Vidnyan Mahavidyalaya, Malkapur Dist: Buldhana 443101** which expression shall, unless repugnant to the context or meaning thereof, include its successors, legal representatives and permitted assignees) on FIRST PART

And

ECO BIOTECH a Company duly organized and existing under the laws of India, having its registered office at Plot No. C-3, M.I.D.C., Dasarkhed, MALKAPUR- 443112 Dist. Buldhana (M.S.). **"ECO BIOTECH"** which expression shall unless repugnant to the context or meaning thereof, include its successors, legal representative and permitted assignees) on SECOND PART

AND WHEREAS, **"Vidnyan Mahavidyalaya, Malkapur Dist. Buldhana"** is among the notable worthy Sant Gadge Baba Amravati University, Amravati offering UG and Chemistry PG program of **Vidnyan Mahavidyalaya, Malkapur**", in the Department of chemistry.

AND WHEREAS, **ECO BIOTECH**, is a registered company, engaged in, Synthesis of amino acids & micronutrients and its derivatives also other intermediates. WHERE both **"Vidnyan Mahavidyalaya, Malkapur"** and **ECO BIOTECH** are desirous of associating with each other to expertise students of department of Chemistry of **Vidnyan Mahavidyalaya, Malkapur**, on Chemistry, Botany, Zoology (possible area/subject of working) will also help in conducting expert lectures/ Seminars/Workshops/ Internship/ Industrial Visits/ contribution in research activity / in M.Sc. project work/ Consultancy as an addition to the **Vidnyan Mahavidyalaya, Malkapur Dist: Buldhana 443101** curriculum in co-ordination with, **Head, Department of Chemistry**

Now therefore, in consideration of the premises and the actual covenants herein contained, it is agreed by both **Vidnyan Mahavidyalaya, Malkapur Dist: Buldhana** and **ECO BIOTECH** as under.

1.0 Definitions and Interpretation

"MOU" shall mean this Memorandum of Understanding executed **Vidnyan Mahavidyalaya, Malkapur Dist: Buldhana** and **ECO BIOTECH** on 05/03/2023

"Party" or **"Parties"** shall mean **Vidnyan Mahavidyalaya, Malkapur Dist: Buldhana 443101** and **ECO BIOTECH, Dasarkhed** individually and collectively as the context may require;

The headings/subheadings/titles sub-titles are only for the sake of convenience and shall not be interpreted to restrict or otherwise affect the meaning or import of the clauses, which shall be interpreted solely in light of the contents thereof.

Use of words in the singular includes the plural and vice versa and the masculine gender includes the feminine where applicable.

Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings. Any reference to 'Writing' includes printing, typing, lithography and other means of reproducing words in visible form.

2.0 Focus Area

- 1. Student Internship**
- 2. Expert Lectures**
- 3. Industrial Visits**
- 4. Technical Consultancy**
- 5. Hands-on Training on advanced instrument handling**
- 6. Co-ordination and contribution in research activity and in M.Sc. chemistry project work**

Cost to all such Activities, Trainings, and Industrial Visits, Experts Lectures & Research Activity and project Work to be borne by **Vidnyan Mahavidyalaya, Malkapur**

3.0 Responsibility Structure

Vidnyan Mahavidyalaya, Malkapur Dist: Buldhana 443101 shall provide the infrastructure of systems, LCD projector etc. for the Expert Lectures. Also the labs and other research equipment available in the laboratory of college.

ECO BIOTECH shall be responsible for arrangements & coordination for supply of Industry Expertise, Design training programme, Process of necessary appointments with Industries for Industry Internship Program, Expert Lectures, Research Activity and PG Project Work as well as Visits in co-ordination with staff & HOD of Chemistry Department of **Vidnyan Mahavidyalaya, Malkapur Dist: Buldhana 443101**

Vidnyan Mahavidyalaya, Malkapur Dist: Buldhana 443101 shall create awareness among it's students for promotion of the activity especially Internship Program and research program as well as hands on training for handling advanced instruments.

4.0 Certification

Upon completion of the Internship, **ECO BIOTECH & Vidnyan Mahavidyalaya, Malkapur Dist: Buldhana** will jointly conduct technical assessment for students. The students qualifying the technical assessment shall be certified with completion certificate as well as certification of hands on training and contribution in the M.Sc. project work and research activity.

5.0 Relationship

This MOU relates solely to the intention of the parties, where in **Vidnyan Mahavidyalaya, Malkapur Dist: Buldhana and ECO BIOTECH**, jointly work together and shall not extend to any other activity or create a partnership between the Parties here to and under any law of any country. The parties agree that it is not their intention to share any loss or profit between them in their respective fields, except to the extent expressly provided herein.

6.0 Authority to Bind

No party shall act on behalf of the other party to contractually bind the other Party under the terms of this MOU having first obtained the other Party's written agreement.

Confidential and Proprietary Information

“Confidential Information” shall mean all information, including the material and licenses or other information if any so given to **Vidnyan Mahavidyalaya, Malkapur Dist: Buldhana** written or verbal, identified as confidential or of a nature that a reasonable person would understand as being considered confidential by **ECO BIOTECH** and disclosed by **ECO BIOTECH** to **Vidnyan Mahavidyalaya, Malkapur Dist: Buldhana** or its faculty which is related to **ECO BIOTECH** information such as course material, training data, guidance notes, procedures, methodology, etc.

Vidnyan Mahavidyalaya, Malkapur Dist: Buldhana shall hold in trust and confidence for **ECO BIOTECH** all confidential information provided by **ECO BIOTECH** and **Vidnyan Mahavidyalaya, Malkapur Dist: Buldhana** shall not disclose to any person or use such information for any purpose other than defined in this MOU. **Vidnyan Mahavidyalaya, Malkapur Dist: Buldhana** shall not make any copies of the confidential information other than as required for the work involved and with prior and mutual consent from **ECO BIOTECH** and shall return/destroy all such information at the termination of the contract. By disclosing this information to **Vidnyan Mahavidyalaya, Malkapur Dist: Buldhana** **ECO BIOTECH** does not grant any expressed, implied or other license or right to **Vidnyan Mahavidyalaya, Malkapur Dist: Buldhana** to propagate the information. **ECO BIOTECH** hereby grants to **Vidnyan Mahavidyalaya, Malkapur Dist: Buldhana** an academic, non-exclusive, non-transferable right and license solely for the purpose of providing practical training to the **Vidnyan Mahavidyalaya, Malkapur Dist: Buldhana** students.

Vidnyan Mahavidyalaya, Malkapur Dist: Buldhana shall not disclose **ECO BIOTECH** confidential information without first obtaining written consent from **ECO BIOTECH**.

Vidnyan Mahavidyalaya, Malkapur Dist: Buldhana shall disclose **ECO BIOTECH** confidential information only to **Vidnyan Mahavidyalaya, Malkapur Dist: Buldhana** 443101 employees having a legitimate reason to know the same and shall inform each employee receiving the confidential information of the confidential nature of the same and **Vidnyan Mahavidyalaya, Malkapur Dist: Buldhana** obligations here under.

Vidnyan Mahavidyalaya, Malkapur Dist: Buldhana shall secure documents, items of work in progress and work products that embody confidential information in locked files or areas providing restricted access to prevent its unauthorized disclosure. **Vidnyan Mahavidyalaya, Malkapur Dist: Buldhana** shall maintain adequate procedures to prevent loss of any confidential information or confidential documents provided to it by **ECO BIOTECH**. In the event of any loss, **Vidnyan Mahavidyalaya, Malkapur Dist: Buldhana** shall notify **ECO BIOTECH** immediately.

8.0 Termination

MOU will terminate after five years form date of singing (05/03/2023 to 05/03/2028) unless renewed on a mutually agreed terms and condition for a further period. During the initial term or any renewal term, either party may terminate this MOU, after mutually agreed days, with prior written notice to the other party.

9.0 Assignment

This MOU shall not be assigned or otherwise transferred by any Party, in whole or in part, without the express written consent of the Other Party.

10.0 Consequential Damages

Other than explicitly mentioned in this MOU, either Party shall not under any circumstances or at any time be liable to the other under or in connection with the MOU for any special or any direct or indirect loss or damage or for any consequential loss or damage, whether direct or indirect, including but without limiting the generality of the foregoing, loss of profits, loss of production, or loss of opportunities.

11.0 Severability

If any provision of this MOU or the application there of to any person, entity or circumstance shall be invalid or unenforceable to any extent, the remainder of this MOU shall not be affected there by and the application of such provision shall be enforced to the greatest extent permitted by law.

12.0 Arbitration

All disputes, differences or claims arising out of or in relation with this MOU not limited but inclusive of as regards to rights, liabilities, damages, claims, breach or interpretation of this MOU between the Parties shall be referred to arbitration.

Any party shall give a written notice to other party of existing such dispute, difference or claim. On receipt of such notice within 15 days, the Head of Institution of **Vidnyan Mahavidyalaya, Malkapur Dist: Buldhana** and Partner, **ECO BIOTECH** or any other persons so nominated by the respective Parties, shall meet together and try to resolve such dispute, difference or claim amicably. If such amicable solution is not arrived within one month, then the matter shall be referred to Arbitration

The place of arbitration shall be Malkapur. The arbitration proceedings shall be conducted in English as per the rules of the Arbitration and Conciliation Act 1996 by three (3) arbitrators appointed in accordance with the said Rules. The Arbitration Decision shall be final and binding.

13.0 Governing Law

The agreement shall be governed by Law of the Land.s

14.0 Notices

Any notice and other communications provided for in the Agreement shall be in writing in English and shall be first transmitted by facsimile transmission and/or by internationally recognized courier service, in the manner as elected by the Party giving such notice: In the case of notices to Name of the Company.

Reg. Office Address:

Office Address: Plot No. C-3, M.I.D.C., Dasarkhed, MALKAPUR-443 112 Dist. Buldana (M.S.) Tel.: +91-07267-262300, 262301 [website: www.ecobiotech.co.in](http://www.ecobiotech.co.in)

College Address:

Vidnyan Mahavidyalaya, Nandura Road Malkapur
Dist: Buldhana Pin Code: 443101

Either Party may, from time to time, change its address or representative for receipt of notices or other communications provided for in this Agreement by giving to the other not less than 15 days prior written notice.

15.0 Entire understanding

This MOU expresses the whole agreement reached between the Parties. Consequently, this Agreement supersedes any previous letter or document of whatsoever nature exchanged between the Parties with respect to this Agreement.

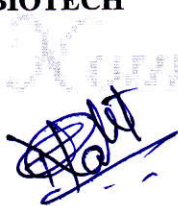
16.0 Waiver

The waivers by one Party here to of any default here under or of any covenant, agreement or condition contained here in shall not be construed to constitute a waiver of any other default or breach here of whether similar or otherwise.

17.0 Amendment

No amendment to this MOU shall be valid and binding to the Parties unless it is made in writing and signed by authorized representative of all Parties to this Agreement. In witness where of the Parties have caused this Agreement to be executed by their duly authorized representatives on this 5th March 2023

**For
ECO BIOTECH**



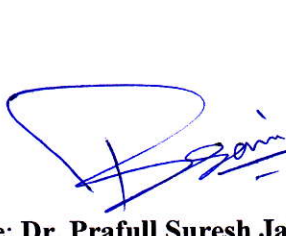
Name: **Dr. Ravi Rashiklal Patel**
Designation: **Director ECO BIOTECH**



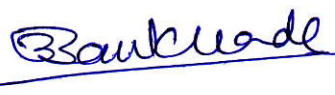
**Vidnyan Mahavidyalaya, Malkapur
Dist: Buldhana 443101**



Name: **Dr. Gunwant H. Kurhade**
Head of Chemistry Department
Vidnyan Mahavidyalaya, Malkapur Dist: Buldhana
443101



Name: **Dr. Prafull Suresh Jain**
Designation: **Director ECO BIOTECH**



Name: **Dr. B. B. Wankhade**
Designation: **Principal**
Vidnyan Mahavidyalaya, Malkapur Dist: Buldhana
443101