



MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

PANDIT JAWAHARLAL NEHRU COLLEGE OF AGRICULTURE AND RESEARCH
INSTITUTE, KARAİKAL, U.T OF PUDUCHERRY

AND

NATIONAL INSTITUTE OF TECHNOLOGY PUDUCHERRY, KARAİKAL
FOR COOPERATION IN RESEARCH AND EDUCATION

This is a Memorandum of Understanding (MOU) dated 13.09.2024

between

National Institute of Technology Puducherry, a premier academic institution of National importance, incorporated under National Institute of Technology Act, 2010, having its permanent campus and office at Thiruvettakudy, Karaikal, Puducherry - 609609 (hereafter referred to as '**NIT Puducherry**', which expression shall include its successors and assigns)

and

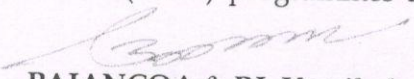
Pandit Jawaharlal Nehru College of Agriculture and Research Institute, a government of Puducherry Institution established in 1987 located at Serumavilangai, Karaikal, Puducherry - 609 609 (hereafter referred to as PAJANCOA & RI) Which expression shall include its successors and assigns) for the purpose of undertaking collaborative activities.

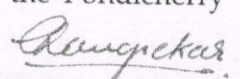
NIT Puducherry and PAJANCOA & RI hereinafter jointly referred to as "**Parties**" and individually as the "**Party**".

Whereas

(A) The National Institute of Technology Puducherry, commonly referred to as NIT Puducherry, is an institution of national importance. It was declared as an Institute of National Importance by the Government of India, established to provide education and research in various branches of engineering and technology for the advancement of learning and dissemination of knowledge in such branches.

(B) Pandit Jawaharlal Nehru College of Agriculture and Research Institute, a government of Puducherry Institution established in 1987 with the prime objectives of imparting agricultural education and meeting the agricultural research and extension needs of the Union Territory. This college is offering B.Sc. (Hons) Agriculture, B.Sc. (Hons) Horticulture, Masters/Postgraduate (M.Sc.) programmes in 6 departments and Doctoral (Ph.D.) programmes in 5 departments. The institute is affiliated to the Pondicherry


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University, Puducherry for meeting its academic standards. This institute is accredited by ICAR (NAEAB),

Now therefore, the Parties, accordingly, record their understanding and define the steps to be taken in pursuance thereof, however the Parties to this MOU do not intent to create any binding obligation upon each other to subsequently enter into any business relationship pursuant to the terms agreed upon between them which are stated as under:

1. OBJECTIVES OF THE MOU

The objectives of this Memorandum of Understanding is:

- a. To promote interaction between NIT Puducherry and PAJANCOA & RI mutually beneficial areas; and
- b. To provide a formal basis for initiating interaction between NIT Puducherry and PAJANCOA & RI.

2. PROPOSED MODES OF COLLABORATION

NIT Puducherry and PAJANCOA & RI propose to collaborate through one or more of the following:

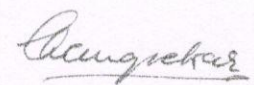
- a. Internship for Under-Graduate and Post Graduate Students;
- b. Collaborative Research and Development
- c. Guest Faculty / Resource Person
- d. Any other appropriate mode of collaboration as may be agreed in writing by the Parties.

3. CONFIDENTIALITY

3.1 it is recorded that each Party will, by virtue of its association with the other, gain access to and / or possession of confidential information relating to the other Party, namely-

- 3.1.1 trade secrets;
- 3.1.2 know - how, methods, organizational structures and techniques employed in the business of the said Party;
- 3.1.3 the contractual and financial arrangements between the Party and its business associates;
- 3.1.4 the said Party's financial details, including, without limitation, details of the remuneration paid by the Party to its employees;

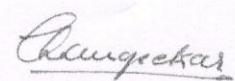

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- 3.1.5 all other matters which relate to the Party's business and in respect of which information is not readily available in the ordinary course of the business to a competitor of the Party;
- 3.1.6 any information obtained in terms, or arising from the implementation, of this MOU.
(hereinafter collectively referred to as "Confidential Information").
- 3.2 Such Confidential Information shall be treated as strictly confidential by the Parties and shall not be used, divulged or permitted to be divulged to any person not being a Party to this MOU, without the prior written consent of the other Party, save that-
- 3.2.1 each Party shall be entitled to disclose such information to such of its employees, officers and Affiliates who need to know for the purposes of this MOU. Before revealing such information to any such employees, officers and Affiliates each Party undertakes to procure that such employees, officers and Affiliates are aware of the confidential nature of the information being made available to them;
- 3.2.2 any information which is required to be furnished by law or by existing contract or by any stock exchange on which the shares of a Party are or may be listed may be so furnished;
- 3.2.3 no Party shall be precluded from using or divulging such information in order to pursue any legal remedy available to it; and
- 3.2.4 each Party shall be entitled to disclose such information to its professional advisors, agents and its auditors, provided that such professional advisors and auditors agree in writing to be bound by the provisions of this Clause 6 as if they were Parties hereto.
- 3.3 Notwithstanding anything to the contrary contained herein, information that
- 3.3.1 is or become available to the general public, other than as a result of a breach of the provisions of this MOU;
- 3.3.2 was, prior to the Signature Date, already known by or in the possession of the Party and is not otherwise subject to man obligation of confidence;
- 3.3.3 was independently developed by a Party without the direct or indirect use of or reliance on Confidential Information; or
- 3.3.4 was rightfully and lawfully received by a Party from a third party and is not otherwise subject to an obligation of confidence,
- 3.3.5 shall not be deemed to be Confidential Information for the purposes of this Clause 6.
- 3.4 Both the Parties will enter into a non - disclosure agreement when dealing with any confidential information.


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4. NON - EXCLUSIVITY

The relationship of the Parties under this MOU shall be non-exclusive and the Parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

5. TERMS AND TERMINATION

This MOU, unless extended by mutual agreement of the Parties, shall expire Sixty (60) months from the date of its signing by the Parties. This MOU may be amended or terminated earlier by mutual written agreement of the Parties. Either Party Shall have the right to unilaterally terminate this MOU upon Thirty (30) days prior written notice to the other Party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the Parties specified in Clause 6 above, or any other agreement entered by Parties pursuant to this MOU.

6. RELATIONSHIP


This MOU is on a 'Principal - to - Principal' basis between the Parties hereto. Nothing contained in this MOU shall be construed or deemed to create any association, partnership or joint venture or employer - - employee relationship or principal - agent relationship in any manner whatsoever between the Parties.

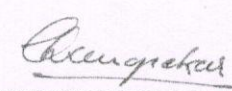
7. ASSIGNMENT

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

8. AMENDMENT

No amendment or change hereof or addition hereto shall be effective or binding upon any of the Parties hereto unless the same is reduced in writing and executed by the Parties hereto.


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9. WAIVER

Failure of either Party to enforce compliance with any term or condition of this collaboration shall not constitute a waiver of such term or condition or the right to subsequently enforce such term or condition in the future. No waiver, by either Party, of any provision of this collaboration shall, in any event, become effective unless the same shall be in writing and such waiver shall be effective only in the specific instance described and for the purpose that the waiver is given.

10. SEVERABILITY

If any or more provisions of this MOU are found to be invalid in law for any reasons, the same will not affect the validity of other provisions of the MOU and Parties will endeavour to rectify and revalidate such provision if possible, with a valid and effective provision, the beneficial effect of which being closest to the original provision which is revised and rectified. The revised provision will be deemed to have come into effect as of the same time at which the original provision came into being.

11. NOTICES


All notices or communications between the Parties will be made in writing, which may be personally served, or sent through facsimile or electronic mail at the address and telephone numbers mentioned below. Changes in the addresses or numbers, if any, will be informed in writing. Notices will be deemed to have been served on the date of their receipt by the other Party.

To NIT Puducherry

The Director
National Institute of Technology Puducherry,
Thiruvettakudy, Karaikal - 609609
Pondicherry (UT), India
E-mail: director@nitpy.ac.in
Tel: +91 4368 265231
Fax: +91 4368 265230

To PAJANCOA & RI

The Dean
Pandit Jawaharlal Nehru College of Agriculture and Research Institute,
Karaikal - 609 609
E-mail: pajancoari.kkl@nic.in
Tel: 04368 261372


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12. INDEMNITY

Either Party shall comply with the provision of all statues, ordinances, rules and regulations applicable to this MOU and shall obtain all necessary registrations, licenses, approvals and sanction under the laws applicable including all labour and allied legislations. Each party agrees to indemnify and hold harmless the other, their affiliated and respective officers, directors, employees, advisors, and agents (each, an "indemnified person") from and against any and all losses, claims, damages and liabilities to which any such indemnified person may become subject arising out of or in connection with or pursuant to the provision of this MOU. This indemnity shall survive the termination / expiry of this MOU.

13. LIABILITY

- 13.1 Save and except as provided in Clause 6 of this MOU, neither Party shall have any liability against the other Party nor this MOU shall confer any right or remedy against either of the Parties for any act, omission, commission in performing or complying with, or any failure by either of the Parties to perform or comply with any obligation under or term of this MOU.
- 13.2 NIT Puducherry hereby undertakes to indemnify and keep PAJANCOA & RI, always indemnified from all losses and expenses incurred due to disclosure of any Confidential Information under this MOU. This indemnification shall survive the expiry or termination of this MOU.

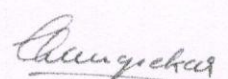
14. RESEARCH PROJECTS

The Parties agree for participation in research and developments projects of mutual interest, which are both of high priority for the industry and higher academic value. Unless otherwise agreed upon between the Parties the cost and expenses incurred in conducting the research and development activities shall be solely borne by party which proposed the research and development project.

15. INTELLECTUAL PROPERTY

- 15.1 All right and title to any intellectual property rights (IPR) which is solely developed or invented by a Party shall be owned solely by that Party ("Sole Project Results"), and all rights and title to any such IPR which is jointly developed or invented by the Parties shall be jointly owned by the Parties as joint tenants ("Joint Collaboration Results").


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15.2 Without prejudice to the Clause 19.1, PAJANCOA & RI shall have all rights and title to all IPR developed and invented by NIT Puducherry in any project, which is funded by PAJANCOA & RI.

16. FORCE MAJEURE

16.1 Force majeure means any of the following events or circumstances, whether occurring anywhere in India or specifically in the Union Territory of Puducherry or any combination of such events or circumstances, which are beyond in reasonable control of the affected Party, which could not have been prevented by good industry practice or by exercise of reasonable skill care, and which, or any consequence of which, have a material and adverse effect upon the performance by the affected Party of its obligations under the MOU:

- (a) Strikes, lock-outs or other, industrial action or labour disputes which are not primarily motivated by the desire to influence the actions of an enterprise so as to preserve or improve conditions of employment;
- (b) act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, bombs, religious strife, insurrection or civil commotion;
- (c) sabotage, terrorism or threat of such acts;
- (d) except to extent that they constitute remedies or sanctions lawfully exercised by a Competent Authority as a result of any breach by the affected Party, its sub - Service Provider, servants or agents of Indian law or any Directive in effect on the date of the MOU, any act of state or other exercise of a sovereign, judicial or executive prerogative by GOI, GDM, or any Competent Authority (including expropriation, nationalization or compulsory acquisition and acts claimed to be justified by executive necessity);
- (e) explosions, chemical or radioactive contamination or ionizing radiation (excluding circumstances where the source or cause of the explosion or contamination or radiation is brought or has been brought onto or near the site by the affected Party or those employed or engaged by the affected Party unless it is or was essential for the performance of obligations as envisaged in this MOU);
- (f) lightning, earthquake, tempest, flooding, fire, cyclone, hurricane, typhoon, tidal waves, whirlwind, storm and other unusual or extreme adverse weather or environmental conditions or action of the elements (excluding, unless exceptionally adverse, the monsoon), meteorites;
- (g) epidemic or plague;
- (h) act of God; and
- (i) any event or circumstances of a nature analogous to the foregoing.
(hereinafter collectively referred to as "Force Majeure").


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16.2 Neither Party shall be held responsible for non - fulfilment of their respective obligations under this MOU due to the exigency of one or more of the Force Majeure events. The Party affected by Force Majeure shall give a written notice to the other Party within thirty (30) days of such occurrence of cessation. If the Force Majeure conditions continue beyond six (6) months, the Parties shall mutually decide about the future course of action.

16.3 Suspension of obligations in the event of Force Majeure

If either Party is prevented or delayed from or in performing any of its obligations under the collaboration by an event of Force Majeure, then it may notify the other Party of the circumstances constituting the Force Majeure and of the obligations the performance of which is thereby delayed or prevented, and the Party giving the notice shall thereupon be excused from the performance or punctual performance, as the case may be, of such obligations for so long as the circumstances of prevention or delay may continue. The Parties shall upon the occurrence of a Force Majeure event, agree upon a mutually acceptable extension to the Guaranteed Completion Date, in the manner specified.

16.4 Performance to continue

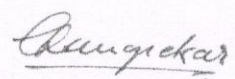
Upon the occurrence of any circumstances of force majeure, NIT Puducherry shall use all reasonable endeavours to continue to perform its obligations and to minimize the adverse effects of such circumstances. NIT Puducherry shall notify PAJANCOA & RI of the steps it proposes to take including and reasonable alternative means for performance.

17. GOVERNING LAW AND DISPUTE RESOLUTION

17.1 subject to clause 21.2, this MOU shall be governed by the laws of India and subject to exclusive jurisdiction of the courts in Karaikal, Pondicherry.

17.2 In the event any dispute or difference arises out of or in connection with the interpretation or implementation of this MOU, or out of or in connection with the breach, or alleged breach of the MOU (hereinafter referred to as the "Dispute") between the parties, both of them shall attempt in the first instance to resolve the Dispute through friendly consultations. If the Dispute is not resolved through friendly consultations within thirty (30) days after either of the party informing the other party in writing of the existence of the Dispute, then either party may refer the Dispute for resolution by arbitration through a sole arbitrator to be nominated by PAJANCOA & RI. The provisions of the arbitration and conciliation (Amendment) Act, 2015 or any statutory re-enhancement or modification for the time being in force shall govern the arbitration. The seat and venue of the arbitration shall be at Karaikal, Pondicherry. The language of arbitration shall be English. The parties shall share the cost of arbitration equally. The arbitration award shall be final and binding on the parties.


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18. COSTS OF THE MOU

Each party shall bear the respective costs of carrying out the obligations under this MOU.

19. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Undertaking to be executed, effective as the day and year first above written.

On behalf of PAJANCOA & RI

On behalf of NIT Puducherry

Dr. A. POUCHEPPARADJOU
DEAN

Pandit Jawaharlal Nehru College of Agriculture
and Research Institute, Karaikal, Puducherry

Tel. No.: 04368 - 261372 / 261288

E-mail: pajancoari.kkl@nic.in

Dated: 13.09.2024

Witness 1

Dr. R. Mohan, Professor and Head,
Department of Agronomy,
PAJANCOA&RI

Witness 2

Dr. N. Swaminathan, Professor & Head,
Department of Agricultural Economics
and Extension, PAJANCOA&RI

PAJANCOA & RI, Karaikal

Dr. Makarand Madhao Ghangrekar
DIRECTOR

National Institute of Technology
Karaikal

Tel. No.: 04368 - 265 231

E-mail: director@nitpy.ac.in

Dated: 13.09.2024

Witness 1

Dr. S. Sundaravarathan,
Registrar,
NIT Puducherry

Witness 2

Dr. M V A Raju Bahubalendrini,
Associate Dean (R&C) and Assistant Professor -
Grade I, Department of Mechanical Engineering,
NIT Puducherry

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