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MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

**DEPARTMENT OF CHEMICAL ENGINEERING
NATIONAL INSTITUTE OF TECHNOLOGY, AGARTALA**

&

**NTEP, CENTER FOR EXCELLENCE, FOREST DEPARTMENT,
GOVERNMENT OF TRIPURA**

FOR

**COLLABORATION ON RESEARCH, TRAINING,
CONSULTANCY AND INCUBATION**

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 27th day of October 2022, by and between

Department of Chemical Engineering, National Institute of Technology (NIT), Agartala, Jirania, West Tripura, Tripura 799046, represented herein by the Registrar (I/C), NIT Agartala, hereinafter referred as 'First Party', which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns.

AND

NITFP, Center for Excellence, Forest Department, Government of Tripura, JICA Project Building, PO: Gandhigram, Agartala – 799012 represented herein by its Director, NCE, hereinafter referred to as "Second Party", which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns.

First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party'

WHEREAS:

- A) Department of Chemical Engineering, the First Party, is an academic and research unit/department in NIT Agartala, which is a Centrally funded autonomous higher education Institute and an Institute of National Importance under NIT Act of Parliament No. 29, 2007, Government of India. The Department of Chemical Engineering is offering Bachelor, Master and Doctoral level Education program in Chemical Engineering and undertakes, testing, consultancy, sponsored research and development and training activities.
- B) NITFP, Center for Excellence, Forest Department, Government of Tripura, the Second Party is an institution established under Tripura JICA Project engaged in facilitating the management of Non-Timber Forest Products of Tripura, facilitate NITFP activities as a means of livelihood for the masses on a sustainable basis, to disseminate technology information and enterprise development, and to take up capacity building for harnessing the rich biodiversity of the North-east States.
- C) The Parties agree to enter into a MoU and considering it expedient and in their mutual interest to collaborate with each other as strategic partner to promote knowledge and excellence in developing Non-Timber Forest Products of Tripura through research,

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training, consultancy, incubation, and work association.

- D) This MOU sets out the general terms and conditions which both parties are willing to abide.

* **NOW THEREFORE, IN CONSIDERATION OF THE TERMS AND CONDITIONS
SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:**

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CLAUSE 1

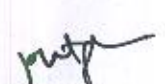
PURPOSE

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party's and Second Party's co-operation will facilitate effective utilization of the intellectual capabilities of the First Party providing significant inputs to the Second Party in developing suitable teaching/training/research systems, keeping in mind the needs of the industry.
- 1.3 The Parties shall cooperate with each other and agree to negotiate in a timely manner all relevant agreements, deeds and documents (the '**Definitive Documents**') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2

OBJECTIVES & SCOPE of MoU

- 2.1 NTFP, Center for Excellence and Department of Chemical Engineering NIT Agartala will work together for developing technological solution related to facilitating the management of Non-Timber Forest Products of Tripura and implementing project proposals on mutually agreed terms and condition for which separate MOU can be framed on case to case basis.
- 2.2 NTFP, Center for Excellence agrees to work with Department of Chemical Engineering NITAgartala to provide the platform of technology development interface which can subsequently exfoliate to the launch of an incubation facility at Chemical Engineering NITAgartala.

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- 2.3 NTFP, Center for Excellence and the Chemical Engineering NIT Agartala can plan seminar/ lectures/ workshops/ webinars for the young and potential Incubatees and entrepreneurs.
- 2.4 NTFP, Center for Excellence may consider funding seats for M.Tech and Ph.D candidates to the Department of Chemical Engineering NIT Agartala, provided that the funded M.Tech and Ph.D candidates solely work on the mutually agreed projects and problems related to the management of Non-Timber Forest Products of Tripura. In prospective cases, joint supervision of the students would be considered depending upon the available expertise with NTFP, Center for Excellence and mutual consent on documented terms and conditions. For the purpose of the academic program or any other program undergone jointly under the purview of the MoU, NTFP, Center for Excellence may use the name of the Department of Chemical Engineering NIT Agartala on their website and other marketing tools with prior approval on a case to case basis on mutually agreed terms and condition and vice versa.
- 2.5 NTFP, Center for Excellence agrees in the developing an Instrumentational facility on mutually agreed and documented terms and conditions which can be decided over case to case basis at the Department of Chemical Engineering NIT Agartala for testing and characterization of Non-Timber Forest Products of Tripura.
- 2.6 NTFP, Center for Excellence and the Department of Chemical Engineering NIT Agartala agrees in conducting Skill Development activities, Guest lecturers / seminars and webinars jointly, use each other infrastructural support,
- 2.7 NTFP, Center for Excellence and the Department of Chemical Engineering NIT Agartala agrees to collaborate towards developing R&D project proposals for consideration at various central and state funding agencies and would jointly execute the approved projects successfully on mutually agreed terms and condition for which separate MOU can be framed on case to case basis.

CLAUSE 3

INTELLECTUAL PROPERTY

By entering into this MoU the Parties undertake:

- 3.1. To protect each other's intellectual property and intellectual property rights
- 3.2 Not to use each other's intellectual property without the prior written consent of the other

3.3 Ensure the confidentiality of such intellectual property as provided in the Section on Confidentiality

3.4 Not to use each other's intellectual property should this MoU be dissolved or terminated at any time.

3.5 To render itself liable, in case of infringement, to all such damages, penalties, action as available to other party under the law.

* The Parties agree that neither of them shall gain by virtue of this MOU any right of ownership or any other interest, right or title of copyright, patents, trade secrets, trademarks, or any other intellectual property rights by other party, and nothing herein shall mean nor shall be construed to mean that they are at any time assigned, licensed, or otherwise alienated to the other party, nor other party shall be entitled to claim any right, title or interest therein at any time. All inventions, innovations, or ideas developed in the course of providing services to a client shall belong to party who developed them during the project/assignment. If the parties undertake any joint development in the course of providing services to a client under this MoU, any such joint development will be governed by separate agreement to be negotiated in good faith by the parties.

CLAUSE 4 CONFIDENTIALITY

4.1 Both Parties, NTFP, Center for Excellence and NIT Agartala acknowledge that certain confidential information may be disclosed by one party to the other party. The Party that owns and/or discloses the confidential information is hereafter referred to as the "disclosing party" and the Party receiving or accessing such confidential information is referred to as the receiving party during the tenure of this MoU or performance of the respective obligations under the resultant definitive agreement hereunder. Confidential Information means all information identified as confidential, including but not limited to information concerning intellectual property rights, copyrights, ideas, data, trade secrets, know-how, formulae, processes, inventions, network configurations, system architecture, designs, flowcharts, drawing, proprietary information, and any other confidential or proprietary information the disclosure of which might harm or destroy a competitive advantage of the disclosing party.

4.2. The receiving party shall not directly or indirectly disclose to any third party other than its employees, affiliates and authorized representatives any information concerning the disclosing parties intellectual or copyright information without prior written permission of the disclosing party.

The obligations of receiving party shall not extend to any information which

- (i) is or becomes a matter of public knowledge
- (ii) is a lawful possession of the receiving party
- (iii) is received from a third party who lawfully acquired with due permission

- (iv) is disclosed by the disclosing party with prior written approval
- (v) independently developed by the receiving party
- (vi) disclosed by receiving party under legal process.

- 4.3 The parties acknowledge to limit the disclosure of confidential information referred under this MoU to those individuals within their organization who legitimately need to know the information
- 4.4 The parties acknowledge to consider this MoU as a confidential information and agrees to neither publicize or make public announcement concerning the terms or nature of the relationship or this MoU without prior written consent of the other party.
- 4.5 The parties acknowledge that any breach by them of their respective obligations under this MoU may cause irreparable harm to the other party for which remedies at law may be inadequate and that in the event of such breach either party shall be entitled to seek equitable relief in addition to other remedies provided hereunder or available under the relevant provision of law.
- 4.6 Upon termination or dissolution of this MoU, or upon earlier demand thereof each party shall at the other party's option either destroy or return all properties containing the other party's confidential information
- 4.7. The confidential obligations under this section shall survive during this term of this MoU and three (3) years thereafter.
- 4.8. Each Party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party or of any member of the group to which the other Party belongs, except as permitted by clause mentioned in this section.
- 4.9 Each party may disclose the other Party's confidential information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of the evaluation of the envisaged co-operation and the negotiation of the Definitive Documents. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this clause 4; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 4.10. No Party shall use the other Party's confidential information for any purpose other than the evaluation of the envisaged co-operation and the negotiation of the Definitive Documents.
- 4.11. Each Party reserves all rights in its confidential information. The disclosure of confidential information by one Party does not give the other Party or any other person any licence or other right in respect of any confidential information beyond the rights expressly set out in this MOU or the Definitive Documents.

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- 4.8 Except as expressly stated in this MOU or the Definitive Documents, neither Party makes any express or implied warranty or representation concerning its confidential information, including but not limited to the accuracy or completeness of the confidential information.

CLAUSE 5

VALIDITY

- 5.1 The MoU shall be effective from the date of execution hereof and shall remain in force for a period of three (3) years or until terminated by either party as above or replaced by a definitive agreement between the parties, whichever occur first. The parties may mutually agree to extend the period of this MoU.

CLAUSE 6

DISPUTE RESOLUTION

- 6.1 Any dispute(s) arising out or in connection with this MoU shall, as far as possible, be settled amicably by mutual negotiations between the Parties hereto failing which the following shall apply:
- 6.2 Any unsettled dispute or difference shall be referred to the arbitration of three arbitrators, of which one be appointed by NTFP, Center for Excellence and other by NIT Agartala. The two arbitrator shall then appoint a third arbitrator. The arbitration proceedings shall be regulated by the provisions of the Arbitration and Conciliation Act 1996 and the venue shall be in Agartala, Tripura, and the language shall be in English.
- 6.3 Arbitration may be commenced by any party hereto giving written notice to the other party of an unsettled dispute that such dispute has been referred to arbitration. Any award rendered by the arbitrator shall be conclusive and binding upon the parties hereto.
- 6.4 This provision for arbitration shall be specifically enforceable by the parties and the decision of the arbitrator in accordance with the governing laws of India shall be final and binding upon the parties hereto.

CLAUSE 7

JURISDICTION

- 7.1 The courts in Agartala, Tripura shall have exclusive jurisdiction over any dispute, differences or claims arising out of this Agreement. If either Party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover reasonable costs and attorneys' fees.
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CLAUSE 8

TERMINATION OF MoU

8.1 Either party shall upon written notice of sixty (60) days to the other, withdraw from or terminate negotiations or terminate this MoU at any time without cause and no such withdrawal or termination for whatever reason will be deemed to be in bad faith or otherwise give rise to any liability to either party provided the obligations assigned to with respect to the relevant definitive agreement under this MoU are discharged without dispute. On termination or expiry of this MoU each party will return all property belongings to other party and hereby undertakes not to use the said proprietary or confidential information of the other party in any manner whatsoever without seeking the prior written consent of the other party.

8.2 Either party shall also be entitled to terminate this MoU in the event of:

- (i) Breach by the other party of the terms and conditions of this MoU and its failure to remedy such breach within a period of 30 days from the date of receipt of a written notice in this regard from the non-breaching party.
- (ii) The filing by or against the other party in any court of competent jurisdiction of a petition in bankruptcy or insolvency or for a scheme of rearrangement with creditors, for appointment of a receiver or trustee or making assignment for the benefit of creditors and such petition is not discharged within 60 days of its filing.

CLAUSE 9

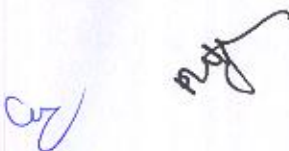
AMENDMENT OF MoU

9.1 This MoU may be amended or supplemented only by written document that make specific reference to this MoU and which is signed by both party.

CLAUSE 10

WARRANTY

10.1 Each party warrants to other party that to the best of its knowledge that all materials, data, information, and other assistance provided by the party shall not infringe any third party rights.

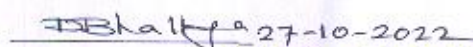


IN WITNESS THEREOF, each party has caused its duly authorized representative to execute this MoU as of the date stated above.

AGREED,

For

Department of Chemical Engineering
National Institute of Technology, Agartala


Authorized Signatory **Dr. Debasish Bhattacharya**
Registrar i/c
NIT Agartala.

Name: Prof. (Dr.) D. Bhattacharya

Designation: Registrar (I/C)

For

NTPP, Center for Excellence


Authorized Signatory
PRAVIN L. AGRAWAL
DIRECTOR, NCE

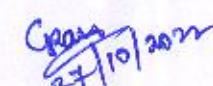
Name: Shri. Pravin Agrawal

Designation: Director


Name of Institution: NATIONAL INSTITUTE OF TECHNOLOGY	Name of Institute: NTFP, Center for Excellence
Address: Barjala, Jirania, West Tripura, 799046	Address: JICA Project Building, PO: Gandhigram Agartala – 799012.
Contact Details:	Contact Details:
E-mails: registrar@nita.ac.in	E-mails: tripurance@gmail.com
Web: https://nita.ac.in/index.html	Web: http://nce.gov.in/

Witness (Name & Address)

1. Signature with date



Name: **Dr. Srimanta Ray**
Deptt. of Chemical Eng.
NIT, Agartala.

2. Signature with date



Name: **Dr. Bikash Kumar Goh**
Deptt. of Chemical Eng.
NIT, Agartala.

Witness (Name & Address)

1. Signature with date


Name: **ANANDARUP BHATTACHARYA**
MPD - NCE

2. Signature with date


Name: **Rajesh Saha**
Manager - NCE 27/10/2022