



उत्तर प्रदेश UTTAR PRADESH

EN 162071

MEMORANDUM OF UNDERSTANDING

CL. 1 THE AGREEMENT

CL 1.1 This AGREEMENT made on this 5th day of July 2019 between the U.P. State Bio-energy Development Board, a Society registered under the Societies Registration Act 1860 and having its registered office at 534, Vth Floor, Yojna Bhawan., Lucknow – 226 001 (hereinafter referred to as **UPSDBD**) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the ONE PART.

and

CL 1.2 Indian Institute of Technology (Banaras Hindu University) Varanasi, Varanasi-221005, UP, a centrally funded Institution of National Importance (hereinafter called the **IIT (BHU) Varanasi**.

Whereas **UPSDBD** desire an agreement with **IIT (BHU) Varanasi** for the collaboration / association as per the following clauses:

CL 2 PREAMBLE

CL 2.1 WHEREAS the **UPSDBD** has strong expertise in the training and aggregation of farmers for establishing the completed value-chain from farm to consumers through its FPO programme. The programme is a part climate resilient agriculture activity to meet the agenda of "doubling the farmers' income by 2022" run by the **UPSDBD**. The major components are cultivation of biomass for bio-energy production, medicinal & aromatic plant cultivation on marginal / non-cultivable land of the farmers leading to agripreneurship.

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5/7/19

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स्टाम्प विक्रय की तिथि 7/12/82 क्रमांक 296/

स्टाम्प क्रय करने का प्रयोजन 111

स्टाम्प क्रेता का नाम व पूरा पता (103) BFC VNS

स्टाम्प की धनराशि 1000/-

स्टाम्प विक्रेता :- प्रभात कुमार गुप्ता

क्रम सं० 182/196/171/181

सुन्दरपुर, वाराणसी - 221005



CL 2.2 Whereas the **IIT (BHU) Varanasi** is working in the area of bioenergy and value addition to agricultural produce. The Department of Chemical Engineering & Technology of **IIT (BHU) Varanasi**, in particular, is working on the development and production of "value added products from lingo-cellulosic/cellulosic waste biomass and other agricultural produce" and other Departments (such as Department of Chemistry, Department of Pharmaceutical Engineering & Technology, School of Biochemical Engineering and School of Material Science and Technology) of the **IIT (BHU) Varanasi** are also contributing through their R&D activities in related areas.

CL 2.3 WHEREAS the **IIT (BHU) Varanasi** is desirous of having association with the **UPSDBD** to develop processes and technology and marketing strategies for the value added products like bio-energy, bio-oil, nutraceuticals, etc. and other related biomass based products.

Now therefore in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

CL.3 SCOPE OF THE AGREEMENT

The agreement details the terms and conditions financial arrangements, modalities of collaboration, intellectual property rights, responsibilities and obligations of the **IIT (BHU) Varanasi** and the **UPSDBD**.

CL4. FINANCIAL ARRANGEMENTS

CL.4. There shall be mutual financial liability for the **UPSDBD** and the **IIT (BHU) Varanasi** under the agreement depending upon the specific R & D work related to biomass to bio energy, enzyme production and extraction, essential oil extraction, plant based bio-molecules production, bio-char etc. and will also promote in cultivation and sale of planting materials, possibly if any. The amount payable and other modalities will be decided by the **UPSDBD** and the **IIT (BHU) Varanasi** on case to case basis.

CL.5. MODALITIES OF COLLABORATION

Under the collaboration the **UPSDBD** shall work jointly with the **IIT (BHU) Varanasi** for promoting the R&D work related to:

1. **Development of new value added products according to the market demand:** According to the market demand the **IIT (BHU) Varanasi** would suggest cultivation, production & validation of plants and herbal bio-molecules after value addition at lab to land scale and will help to develop agro-technologies of Bio-energy and plants appropriate for producing and/or extracting value added bio-molecules. IPR (if any) will be a joint IPR.

Signature

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2. **Business development through sale of bioenergy, enzymes, extracts etc. produced by the farmer clusters/Farmers Producer Organization promoted by UPSBDB:** The plant based value added products like enzymes, essential oils, herbal bio-molecules, bio-energy crops, produced by farmers/farmer producer organizations shall be tested and validated by IIT (BHU) Varanasi, whereas the base price of the product shall be decided by a committee consisting of TWO members each from the UPSBDB and IIT (BHU) Varanasi, with reference to the market price of the relevant products. The sales revenues would be paid to the UPSBDB as per terms and conditions of the institute for technology transfer. The IIT (BHU) Varanasi, would deduct the recorded official expenditure and its overhead and cost value addition from the sales revenue as above.
3. **Knowledge based Training of the Staff and Farmers:** Both the institutions do have their different strengths in R & D and marketing linkage. Both UPSBDB & IIT (BHU) Varanasi continue to organize trainings in different areas and scientists/ experts of both the organizations can be trained at respective places without any fee charged. The expenditures on the TA/DA, shall be borne by the respective organizations as per norms. In training activities in the area of energy plantation and related areas, both the organizations can use another's strength as given below
 - a. Both the organizations can utilize mutually training facilities (Conference Hall, Audio Visual aids) at another's institute/extension unit at institute rates.
 - b. The employees of both organizations can be stay in each other's Guest House/Hostel at staff rate of the organization.
 - c. Faculty/Scientist of the organizations can be exchanged as resource person without any charges however TA/DA will be borne by the inviting organization.
 - d. Staff/Officers of both the institute can attend each other training programme free of charge with a limit of two persons in a year.

CL.6 EFFECTIVE DATE, DURATION, TERMINATION OF THE AGREEMENT

- CL.6.1. The agreement shall be effective from the date of signing and shall remain in force initially for a period of twenty four months from the said date after that can be extended as per mutual agreement.
- CL. 6.2 The agreement shall terminate on the expiry of the period, as in Clause CL. 6.1 unless extended by both the parties.
- CL. 6.3 During the tenure of the agreement, parties hereto can terminate the agreement either for breach of any of the terms and conditions of this agreement or otherwise by giving a one month notice in writing to the defaulting party. Failure of either party to terminate the agreement on account of breach of default by the other shall not constitute a waiver of that party's right to terminate this agreement.

Signature

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CL.7 EXTENSION OF THE AGREEMENT

This agreement may be further extended for a specified period based on mutual consent.

CL.8 ASSIGNMENT OF THE AGREEMENT

CL.8.1 The rights or/ and liabilities arising to any party to this agreement shall not be assigned except with the written consent of the other party and subject to such terms and conditions as may be mutually agreed upon.

CL. 9 ARBITRATION

CL. 9.1 Except as hereinbefore provided, any dispute arising out of this Agreement, the same shall be referred to the arbitration of two arbitrators, one to be appointed by each party to the dispute, and in case of difference of opinion between them to an umpire appointed by the said two arbitrators before entering on the reference, and the decision of such arbitrators or umpire, as the case may be, shall be final and binding on both parties. The venue of arbitration shall be at such place as may be fixed by such arbitrators or umpire and the arbitration proceedings shall take place under the Indian Arbitration Act, 1996.]

SEAL OF PARTIES

In witness whereof the parties hereto have signed this agreement on the day, month and year mentioned hereinbefore.

Parties of UPSBDB

Signature :

Name :

Designation:

Seal :

राज्य समन्वयक/सदस्य संयोजक
उ०प्र० राज्य जैव ऊर्जा विकास बोर्ड
नियोजन विभाग, उ०प्र०

Witnesses : (Name & Address)

डा० गोमती द्विवेदी

वित्त नियंत्रक

नियोजन विभाग, उ०प्र० शासन

Date:

05.07.2019

For and on behalf of IIT (BHU) Varanasi

Signature:

Name: Prof. Rajiv Prakash

Designation: Dean (R&D)

Seal:

अधिष्ठाता (अनुसंधान एवं विकास)
Dean (Research & Development)
भारतीय प्रौद्योगिकी संस्थान (का.हि.वि.)
Indian Institute of Technology (B.V.)
वाराणसी/Varanasi-221005

Witnesses : (Name & Address)

Prof. P. K. Mishra
Head, Chem. Engg. Tech.

Date:

05.07.2019