



ZENESIS AGRO



UNIVERSITY
GWALIOR • MP • INDIA

"CELEBRATING DREAMS"

MEMORANDUM OF UNDERSTANDING ON INTEGRATION

BETWEEN

ITM University

&

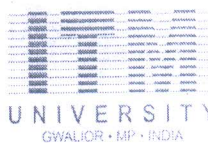
Zenesis Agroscience and Consulting (P) Ltd.

1. Date:	15 th March, 2022
2. Parties:	<p>ITM University, an institute incorporated under Act of State Legislature, having its registered office at AH-43, Bypass Jhansi Road Gwalior, MP India- 474001 (hereinafter referred to as 'ITM University'); and</p> <p>Zenesis Agroscience and Consulting (P) Ltd., a Company having its registered office at Kh. No. 122/1 Rajpur Khurd Extn., New Delhi-110074, India (hereinafter referred to as "ZASC").</p> <p>ITM and ZASC are hereinafter collectively referred to as the 'Parties' and each individually as a 'Party'.</p>
3. Purpose:	<p>ZASC is in the business of manufacturing of organic fertilizer inputs, contract farming, urban agriculture.</p> <p>ITM and ZASC have come together to open center, shall be known as "ZASC-ITM Centre of Excellence" at ITM Gwalior.</p> <p>The following are the broad terms mutually agreed between the parties:</p>
4. Term of the Agreement	This agreement between the parties shall be valid from 15 th March 2022 (start date) for a period of 3 years ending 14 th March 2025.
5. Scope of Agreement:	<p>Given below the broad scope of deliveries by ZASC, as mutually agreed between the parties;</p> <ol style="list-style-type: none"> 1. Internship will be paid to the students (as per the company structure) along with certificate at the end of successful completion. Faculty member will be involved in internship as guide from ITM side to track the progress. Duration will be 6-8 hours/day for full time internship. Internship will be in Online/offline/hybrid modes of operation. 2. For new projects where ITM can be involved, ZASC will give preferences to ITM students and Faculty members, for project level associations. Based on the requirement of the project of ZASC the faculty members from ITM can collaborate for consultancy depending on their expertise and competency. <p>ZASC will adhere the ITM University Campus code of conduct.</p>

For Zenesis Agroscience and Consulting Pvt. Ltd.



ZENESIS AGRO



UNIVERSITY
GWALIOR • MP • INDIA
"CELEBRATING DREAMS"

	<p>4. ZASC will give the Internship certificate to the students and stipend as per industry standards.</p> <p>5. To provide the industrial support to the institute from the learning and industrial exposure prospective by introducing industry experts.</p> <p>6. To provide training support to incubatees of ITM incubation centre for improving the marketability of product and required suggestions in this regard.</p> <p>Given below are the broad scope of deliveries by ITM, as mutually agreed between the parties;</p> <ol style="list-style-type: none"> 1. To facilitate the field and lab based joint research work and training at the university campus. 2. To develop the postgraduate research work plan aligned with current societal need as per the mutual agreement. 3. To provide the available resources for join research work. 4. To conduct research on new product development based on mutually agreed terms. <p>Rights of Ownership/Technology Transfer and Utilization</p> <ol style="list-style-type: none"> 1. The intellectual property rights (IPR) generated from the joint project will be matter of joint patents and ownership. 2. The party of first part will have the right to use the IP to develop other products for their own or commercial use by themselves only. The first party can't lease, transfer and / or license the IP, or deal with the IP in any other manner as they deem fit. 3. It shall be the responsibility of the party of the first part to come up with joint publication with FAOS & to ensure that support of ZASC is suitably acknowledged in the publications (papers, reports, etc.) and products arising out of the Project. <p>Both the parties shall jointly carry out the following, as mutually agreed between them;</p> <ol style="list-style-type: none"> a. Shall jointly discuss monthly internship and new opening requirements at ZASC b. New projects where ITM Students and Faculty Members can be involved with industry exposure. c. ITM may also give preference to ZASC for any technology initiatives they want to carry with. (Student club of ITM should be involved)
<p>6. Representation and Warranties:</p>	<p>Each Party represents and warrants to the other Party that:</p> <ul style="list-style-type: none"> • It is competent and free to enter into this Agreement and perform its obligations as set out herein.



ZENESIS AGRO



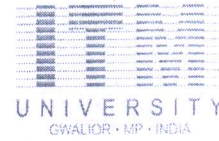
UNIVERSITY
Gwalior • MP • INDIA

"CELEBRATING DREAMS"

		<ul style="list-style-type: none">• It is not under any disability, restriction or prohibition, whether contractual or otherwise, which might restrict or prevent it from performing or observing any of its obligations under this Agreement.• It shall undertake to perform its Services skilfully, with prudence and as per highest industry standard.• It shall comply at all times, with all laws, industry codes, applicable standards or other regulations or directions issued under the law.
7.	Termination:	<ul style="list-style-type: none">• This Agreement may be terminated by either party post initial 18 months through a written notice of 90 days to each other.• In the event that any material breach of any of the conditions, the non-defaulting party shall have the right to terminate this Agreement after giving a prior written notice of 30 (Thirty) days to the other party of its intention to do so, provided however if the defaulting party cures the said breach within the notice period, then the said termination notice shall stand withdrawn.• The termination shall be without prejudice to rights and entitlements accrued to both the Parties up to the date of termination of the Agreement.• Effect of Termination: Parties shall honour all on-going contracts to its full term. Both parties shall ensure that client's interest is protected and all committed jobs are delivered smoothly.
8.	Non-Poaching of Talent	<ul style="list-style-type: none">• The ITM hereby confirms and agree that they shall not do any act which leads to poaching of employees seconded by ZASC. Any such act shall have written permission from the ZASC. The same rule of non-poaching applies to ZASC too for all employees of the ITM.
9.	Indemnity:	<ul style="list-style-type: none">• Each party shall defend, hold harmless and indemnify the other party against all third-party losses, costs, claims, liabilities, suits, judgments or expenses arising out of any breach of its obligations herein including any negligence, acts, omissions or defaults of party in carrying out its obligations under this agreement.
10.	Amendment:	<ul style="list-style-type: none">• The Parties to this Agreement may, add, delete, amend or alter all or any of the terms and conditions of this Agreement as mutually agreed from time to time and such modification and changes shall not be effective until the same are in writing and duly signed by the authorized representatives of both the Parties.
11.	Assignment:	<ul style="list-style-type: none">• Neither Party shall transfer or assign all or any part of the rights, obligations or benefits hereunder to any third party without the prior written consent of the other Party.



ZENESIS AGRO



"CELEBRATING DREAMS"

12.	Confidentiality:	<ul style="list-style-type: none"> ZASC and ITM both acknowledge and agree that during the operation of this agreement, they may have access to confidential information about the projects which the students will be working on. ZASC and ITM shall therefore take all steps reasonably necessary to maintain the secrecy of that confidential information and not use that confidential information for any purpose other than to perform its duties according to the terms of this Agreement. The aforesaid confidentiality obligation shall survive termination/expiry of Agreement and shall continue in perpetuity as to all such Confidential Information.
13.	Relationship:	<ul style="list-style-type: none"> This Agreement shall not be deemed to constitute a partnership or joint venture or supplier agreement between the Parties. It is confirmed that the Parties are independent entities engaged in the conduct of their own businesses and that this Agreement is being entered into on a principal-to-principal basis. Neither party shall have any right or authority to assume or create in writing or otherwise any obligation of any kind, express or implied in nature for or on behalf of the other party.
14.	Governing Law and Jurisdiction:	<ul style="list-style-type: none"> The provisions of this Agreement shall be governed by and construed in accordance with the laws of India. Any and all disputes under this Agreement shall be resolved through arbitration.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as a deed on the date and year written herein below:

<p>For and on behalf of ITM</p> <p>VICE-CHANCELLOR ITM UNIVERSITY Gwalior (M.P.)</p> <p><i>Shakar</i> 15.3.22</p> <p>Dr. S. S. Bhakar, Hon. Vice Chancellor, ITM University</p>	<p>For and on behalf of ZASC</p> <p><i>[Signature]</i></p> <p>For Zensis Agro Science and Consulting Pvt. Ltd.</p> <p>Alok Kumar Pandey Authorised Signatory Director Zensis Agroscience and Consulting (P) Ltd.</p>
--	---