



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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**MEMORANDUM OF UNDERSTANDING
(MOU)**

This Memorandum of Understanding (hereafter referred to as "MOU") is made and executed on this 21st day of September, 2024.

Between

**National Institute of Food Technology Entrepreneurship and Management (NIFTEM-
K)
Kundli, Haryana, India**

And

**Indian Institute of Science Education and Research Kolkata (IISER-Kolkata),
West Bengal, India**

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PREAMBLE

A. **National Institute of Food Technology Entrepreneurship and Management (NIFTEM)** is an Institute of National Importance established by an Act of Parliament under the Ministry of Food Processing Industries (MoFPI), Government of India. NIFTEM is dedicated to advancing food technology and management, providing education, research, and industry collaboration, prominent institute for education, research, innovation, outreach, skilling, and entrepreneurship.

B. **Indian Institute of Science Education and Research Kolkata (IISER Kolkata)** is an autonomous institute for higher education established by an Act of Parliament under the Ministry of Education, Government of India, to promote high-quality education and research in Basic Sciences and existing under the laws of India, with principal office at Mohanpur, Nadia-741246, West Bengal, India. IISER Kolkata redeemed itself to provide world-class education in interdisciplinary areas and promote transnational research that is backed by high science to address the unmet challenges of this country, as well as to nurture human resources to support the sustainable growth plan of India.

THE AGREEMENT

This MEMORANDUM OF UNDERTAKING (MoU) is entered into on this 21st day of September, 2024.

BETWEEN

The National Institute of Food Technology Entrepreneurship and Management (NIFTEM) – Kundli being represented by its **Director** having its office at Kundli, Sonipat, Haryana in India hereinafter referred to as the PARTY OF THE FIRST PART.

AND

The Indian Institute of Science Education and Research Kolkata (IISER Kolkata) being represented by its **Director**, having its office at Mohanpur, West Bengal in India hereinafter referred to as the PARTY OF THE SECOND PART

WITNESS that

WHEREAS, the Party of the First Part is an Institute of National Importance under the Ministry of Food Processing Industries, Government of India engaged in knowledge, innovation, and outreach activities in various fields of the food sector like Food Science, Food Technology, Food Business Management, Food Entrepreneurship and related areas.

WHEREAS, the Party of the Second Part is also an Institute of National Importance under the Ministry of Education, Government of India engaged in knowledge, innovation, research and outreach activities in various fields of Basic Sciences and related areas.

WHEREAS, both the Party of the First Part and the Party of the Second Part have reached a mutual understanding to collaborate in the areas of teaching, research, capacity building and

the exchange of information and technology, particularly in related fields of both the organizations;

SCOPE OF AGREEMENT

1. This MoU deals with modalities and terms and conditions for academic cooperation between NIFTEM-K and IISER Kolkata, the rights and obligations of either party thereto and other arrangements between the parties.
2. The MoU shall come into force from the date of signing of this agreement (hereinafter called the effective date) and shall remain valid for five years or until superseded or canceled.
3. This MoU will be applicable for faculty, staff, UG, PG students and PhD scholars of both organizations for academic and research promotion and vice versa.

IMPLEMENTATION

NIFTEM K and IISER Kolkata may nominate/depute any Faculty/Staff to work out the practical details of cooperation between the two organizations and ensure proper and effective implementation of this MoU.

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

- This Memorandum of Understanding (MoU) shall be valid for a period of five years.
- The Parties shall work together to provide high-quality education in the areas of Basic Sciences, Food Science and Technology, Food Engineering, Post harvest Management, Food Business Management, Food Entrepreneurship and related fields.
- The Parties shall engage in collaborative research, analytical studies, and utilization of laboratory/facilities, capacity building and outreach activities in areas of mutual interest.
- This MoU will be implemented through development of work plans, which will be jointly developed, specifying the activities to be carried out by each party. The work plans may originate from either party but will require the approval of both the parties for implementation.

GUIDING PRINCIPLES

- (a) The parties intend to have an ongoing collaborative relationship for the purpose of increasing understanding between NIFTEM-K and IISER Kolkata in relation to aspects of the field of mutual interest.



- (b) In collaborating in relation to this MOU, each party will:
- (i) always act in good faith towards the other party;
 - (ii) be accessible and communicate openly and honestly with the other party;
 - (iii) work in a constructive and cooperative manner; and
 - (iv) comply with all relevant laws and standards in relation to their participation in the MOU.

OBJECTIVES

The Parties hereby agree to collaborate and promote cooperation in the following areas:

- Exchange of faculty, researchers, technologists, and students to enhance academic and professional development.
- Sharing of resources like- facilities, infrastructure, project specific equipment and resources on mutually agreed terms & conditions.
- Exchange of scientific literature and information required for the common interest by both parties on mutually agreed terms & conditions.
- Development and implementation of collaborative teaching, research, and extension projects in identified areas using mutually agreed terms & conditions, with due consideration to Intellectual Property Rights (IPR).

Such cooperation shall be implemented by the following means:

- Establishment of mutual relations between the teaching, research, and extension streams of the organizations of the respective Parties.
- Carryout collaborative projects and creation of facilities/programs for the exchange of scientists, technologies, experts, and students, ensuring their proper integration into the respective areas.

INTELLECTUAL PROPERTY

- Intellectual property, research publications and benefits arising out of commercialization of technology generated out of cooperation under this MoU shall be jointly owned by NIFTEM-K and IISER Kolkata or as per guidelines of the funding agency on mutually agreeable terms.
- Emergence of any intellectual property issue/publications from the joint research/project/student's research work shall be dealt by both institutions on a sharing basis between the two institutes.
- In case of patentable inventions, both parties will apply as co-applications for the protection of intellectual property rights subject to exclusive rights of both the parties.



Commercialization in any other country shall be done jointly through a separate agreement. The ownership of IP rights shall be in proportion to research contribution by each party which shall be borne out properly maintained data and available on record.

COMMERCIALISATION

In case of research results obtained through joint activities under this MoU, both NIFTEM - K and IISER Kolkata will apply as co-applicants, for the protection of Intellectual Property Rights, subject to exclusive rights of both the parties to commercialize the technology in their respective countries for foreign collaborators, Commercialization in any other country shall be done jointly through a separate agreement.

PUBLICATION

Any publication, document and/or paper arising out of joint work conducted by the Parties pursuant to this MoU will be jointly owned. The use of the name, logo and/or official emblem of the Parties on any publication, document and/or paper will require prior permission of both the Parties. It may however be ensured that the official emblem and logo is not misused.

CONFIDENTIAL INFORMATION

- All information and documents to be exchanged pursuant to this Memorandum of Understanding will be kept confidential by the Parties and will be used subject to such terms as each Party may specify. A Party will not use the information for purposes other than that specified without the prior written consent of the other Party.
- All Confidential Information shall remain the exclusive property of the disclosing Party. The Parties agree that the disclosure of the Confidential Information do not grant or imply any license, interest or right to the recipient in respect to any intellectual property right of the other Party.
- Unpublished information, whether oral, in writing or otherwise, discovered or conceived by the scientists or technicians and exchanged under the provisions of this MoU will not be transmitted to a third party, unless otherwise agreed by the Parties.

DISCLOSURE OF INFORMATION

- NIFTEM-K and IISER Kolkata agree that except for a Court Order requiring disclosure, neither shall disclose to any third party without the written consent of the other, any information made available to the Parties, in the performance of work and/or generated by

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the performance of work, under this agreement, except information which at the date hereof was:

- 1) In the public domain
 - 2) Known to either prior to the date hereof as evidenced by written documents subsequently.
- All data generated through this MoU with assistance by NIFTEM-K from IISER Kolkata work programme shall be subject to explicit written approval signed by the designated officer, before publication of the same by NIFTEM-K and/or IISER Kolkata and vice-versa.

The provisions in this Article shall survive termination or completion of the Memorandum of Understanding.

AMENDMENTS

The parties of this MoU may by mutual consent, add, modify, amend or delete or any word, phrase, sentence or article in this MoU at any time during the operation of MoU.

SETTLEMENT OF DISPUTE

The parties could act strictly according to the provisions of Law while implementing this MoU. In case, there is any dispute regarding any matter arising from this MoU or from the interpretation of MoU, the matter /dispute will be settled through arbitration by referring it to two members Committee jointly appointed by the **Director, NIFTEM** and the **Director, IISER Kolkata**. The place of jurisdiction will be DELHI/CHANDIGARH/KOLKATA to hear the matters/ dispute which may arise under this MoU.

JOINT WORKING GROUP

A Joint Working Group will be set up with representatives from both Parties to review the yearly progress, to follow up the execution of this MoU and suggest necessary measures for its development.

FINANCIAL ARRANGEMENTS

In the case of exchange of scientists/staff for study visits on the basis of reciprocity, the sending Party shall meet the to and fro travel costs whereas the receiving side shall meet the costs of boarding, lodging and internal transport.




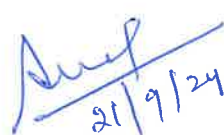
The joint research, capacity building programs and other similar events, financial arrangement shall be based on mutual agreement of both the Parties. For any such event or program, the modalities shall be worked upon on mutual agreement.

VALIDITY/TERMINATION

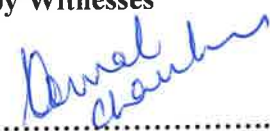

The MoU shall be effective from the date of its signing by both the Parties. It shall be valid for a period of **five years**. Thereafter it shall be renewed for a period of three years unless either Party serves notice on the other of its intention to terminate it, in which event, the MoU shall stand terminated at the end of one calendar month from the date of issue of such a notice. But the termination of this MoU shall not affect the validity or duration of specific collaborative programmes already being undertaken there under, unless decided otherwise by the Parties by mutual consent.

SEAL OF PARTIES


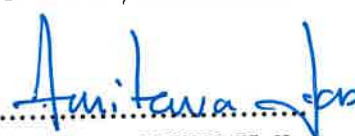
In witness whereof the Parties hereto have signed this Agreement on 21st day of September, 2024.

SIGNED FOR AND ON BEHALF OF National Institute Of Food Technology Entrepreneurship and Management (NIFTEM)-Kundli, Sonapat, Haryana	SIGNED FOR AND ON BEHALF OF Indian Institute of Science Education and Research (IISER), Kolkata, West Bengal, India
	
Director NIFTEM-K	Director IISER Kolkata

Signed by Witnesses

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1.
Professor and Dean (Research),
NIFTEM
- 
2.
Professor, NIFTEM

Signed by Witnesses

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1.
Professor and Dean of
International Relations and
Outreach, IISER Kolkata
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2.
Professor, IISER-Kolkata