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असम ASSAM

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MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is established on 29-05-2017 by and between **Tezpur University**, a Central University set up by Government of India, represented by the Registrar, hereinafter referred to as **TEZU**, as the **FIRST PART**

AND

Gopal Bhoroli Tea Company (P) Ltd (CIN- U01132AS1999PTC005780), having its registered office at Kahilipara, Guwahati, Assam, represented by the Director, hereinafter referred to as **GBTL**, as the **SECOND PART**

Whereas **TEZU** and **GBTL** propose to work together on “**Microwave Technology based Tea Processing systems for North East states**”, hereinafter referred to as **collaborative work** , funded by **Society for Applied Microwave Electronics and Engineering Research, Mumbai**, herein referred to as **SAMEER, Mumbai**, under the **Ministry of Electronics and Information Technology (MeitY)** , **Government of India**, whereas **TEZU** is interested to test and implement **Microwave technology based Tea Processing System** developed by **SAMEER, Mumbai** for research purpose and **GBTL** having the expertise in tea manufacturing cum testing would facilitate the factory trials for the collaborative work. The Memorandum of Agreement (MoA) defines the role and responsibilities of the participating agencies, monitoring and other matters related to the collaborative work.

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29/5/2017

N S Bhattacharya



Sri Jayanta Deka
Stamp Vendor
Tezpur Court
L. No. 1195
Date

MEMORANDUM OF AGREEMENT

The MEMORANDUM OF AGREEMENT is established on 29-05-2017 by and between Tezpur University, a Central University set up by Government of India, represented by the Registrar, hereinafter referred to as TEXTU, as the FIRST PART

AND

Goyal Brothers Tea Company (P) Ltd (CIN: U01122AZ1999TC002780) having its registered office at Khatibpala, Assam, represented by the Director, hereinafter referred to as GBTC, as the SECOND PART.

Whereas TEXTU and GBTC propose to work together on "Micro-wave Technology based Tea Processing systems for North East states", hereinafter referred to as collaborative work, headed by Society for Applied Microwave Electronics and Engineering Research, established herein referred to as SAMMER, under the Ministry of Electronics and Information Technology (MITE), Government of India, whereas TEXTU is interested to test and implement Micro-wave Technology based Tea Processing system developed by SAMMER, Mutual for research purpose and GBTC having the expertise in tea manufacturing can testing would facilitate the trials for the collaborative work. The Memorandum of Agreement (MOA) defines the role and responsibilities of the participating agencies, monitoring and other matters related to the collaborative work.

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The parties agree to the following:-

1.0 ROLE OF TEZPUR UNIVERSITY

1.1 Tezpur University would undertake the following sets of responsibilities namely Research & Development, Training and thereby taking the initiatives necessary for the benefit of the Tea Industry in the North East Region.

TEZU shall

- i. Install the Microwave System at Chandraprabha Tea Factory, Golaghat, Assam specified by GBTL with the help of personnel from SAMEER, Mumbai.
- ii. Conduct experiments/trials on the microwave system and optimize the system, with the feedback received from the factory administration, to ensure production of good quality processed tea.
- iii. Generate research report for submission to SAMEER, Mumbai and DeitY to monitor the outcome of R&D.
- iv. Provide training to factory personnel for basic operation, troubleshooting and maintenance of the system.
- v. Maintain the facility with the help of GBTL for a period of 5 years after satisfactory installation of the system.

2.0 ROLE OF GOPAL BHOROLI TEA CO. (P) LTD.

2.1 GBTL would undertake the following sets of responsibilities:

- i. Provide basic infrastructure like adequate space, uninterrupted electricity, and water (cooling purpose) for installation of the Microwave System.
- ii. Provide raw tea leaves, with not more than 50 Kgs per day, exceeding which TEZU shall provide the cost of raw tea leaves at the actual cost of procurement by the factory.
- iii. Provide TEZU with the preliminary tea tasting report, which would help in further optimization of the said system.
- iv. Provide with necessary manpower, while carrying out the trials as well as to get them trained for basic operation, troubleshooting and maintenance of the system.
- v. Help TEZU in generating research report for submission to SAMEER, Mumbai and DeitY for monitoring the outcome of R&D.
- vi. Help TEZU in maintaining the facility for a period of 5 years by providing with adequate manpower to operate the system and also providing with basic infrastructure like adequate space, uninterrupted electricity, and water (cooling purpose) for testing of the Microwave System.
- vii. Provide due acknowledgement of the system and the concerned organisations, in all forms of packaging that shall be selling tea manufactured from the said system. Also, GBTL has to ensure that the same packaging has been reviewed with approval of TEZU.



3.0 DURATION OF MOU

- 3.1 The agreement between TEZU and GBTL will be valid for Five years from the date of successful execution of this MoA.

4.0 RIGHTS OF OWNERSHIP / TECHNOLOGY TRANSFER AND UTILIZATION

- 4.1 The resources pooled together by TEZU & GBTL for the collaborative work will be owned by respective organisation.
- 4.2 The know-how generated during the agreement period through the collaborative efforts of TEZU & GBTL will be the joint property of SAMEER, Mumbai, TEZU & GBTL. The intellectual property generated in the form of patents will be owned by all the three organisations.
- 4.3 The know-how developed may be transferred to other entrepreneurs on a non-exclusive basis on such terms and conditions as may be mutually decided by SAMEER, Mumbai & TEZU. The right to transfer the technology shall rest with SAMEER, Mumbai & TEZU and transfer to third party shall require mutual consent.
- 4.4 It shall be the responsibility of SAMEER, Mumbai and TEZU to ensure that scientific contribution from team members from all the three parties, i.e., SAMEER, Mumbai, TEZU & GBTL is appropriately reflected in publications/patents/reports etc. and project funding is suitably acknowledged.
- 4.5 After the completion of the period of five years of this MoA, the system along with all its accessories will be kept installed at the factory location specified by GBTL. However, if due to unavoidable circumstances, GBTL would like to transfer the system to some other location or dispose the system, in such cases prior approval in written has to be obtained from TEZU.

5.0 CONFIDENTIALITY

- 5.1 Neither party shall be entitled to use either Party's trademark/logo without written approval of the other Party obtained previously in writing.
- 5.2 All academic/scientific/commercial information or data gathered through this joint venture would be joint properties of SAMEER, Mumbai, TEZU & GBTL. All parties would be committed to use this information to further the progress of the use of microwave technology for tea processing jointly or in their individual capacity.
- 5.3 Parties agree and bind themselves to the fact that all or any of the information which is shared by and between the Parties hereto, shall be treated as confidential



and no Party shall disclose the said information without prior approval of the others in writing.

- 5.4 The provision of this Clause herein above pertaining to the said confidential information shall survive the termination of this MoA for a period of one year from the date of such termination.

6.0 AMENDMENTS AND WAIVERS

- 6.1 No amendment to this MoA shall be valid and binding unless set forth in writing and duly executed by the Parties to this MoA. No waiver of any breach of any provision of this MoA shall be effective or binding unless made in writing and signed by the party purporting to give such waiver and, unless otherwise provided in the written waiver, shall be limited to the specified breach waived.

7.0 TERMINATION

- 7.1 Parties confirm that they are competent to enter into such a MoA under their respective constitution document and laws governing them. This MoA shall be effective as on the date of execution and shall continue in full force unless terminated.
- 7.2 Either Party may terminate this MoA due to breach of terms agreed to in this MoA by other Party. However, the Party aggrieved by the breach shall give written notice to the other Party to this MoA indicating that the MoA shall be terminated not earlier than 30 days from the date of receipt of the notice if the breach is not cured.
- 7.3 Either Party may terminate this MoA even without breach by giving 60 days notice in writing, but such termination will not affect their obligations and rights up to the date of termination.

8.0 INDEMNITY

- 8.1 Pursuant to this MoA, each Party hereby agree to indemnify and both hereby indemnify and hold either party safe and harmless and indemnified at all times thereafter from and against all losses, damages, charges and expenses which either Party may sustain, incur or suffer or be put to become liable for by reason of or consequence of any gross negligence or wilful misconduct of the other Party.



9.0 ARBITRATION

- 9.1 In the event of any question, dispute or difference whatsoever arising between the parties hereto such disputes or differences shall be resolved by mutual consultation at the level of Director of GBTL and Registrar of Tezpur University.
- 9.2 In the event of the dispute not being settled relating to any provision of this MoA, the dispute shall be referred to arbitration and the arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The Venue and Arbitrator shall be mutually agreed to by the Parties.

10.0 SEVERABILITY

- 10.1 It is expressly agreed and declared that if for any reason whatsoever after execution hereof a court of competent jurisdiction holds any provision hereof to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provisions of this MoA.

11.0 STATUTORY COMPLIANCE

- 11.1 Parties agree that all services rendered and operations conducted pursuant to this MoA shall be in compliance with all law legislations, statutes, ordinances, regulations, administrative rulings or requirement of law.

12.0 NOTICES

- 12.1 Any notice or other writing required or permitted to be given hereunder or for the purposes hereof to any party shall be sufficiently given if delivered personally; against receipt or if transmitted by fax or other form of recorded communication tested prior to transmission to such party.

In case of any notice to TEZPUR UNIVERSITY at:

Registrar
Tezpur University
Napaam, Sonitpur
Assam – 784028

Ph. No.: 03712-26700
Email – registrartu@tezu.ernet.in



In case of any notice to GOPAL BHOROLI TEA CO. (P) LTD. at:

Chandra Prabha Tea Factory
Industrial Estate, Jonakinagar
Golaghat. Assam - 785621

Ph. No.: +91-9435051214
Email – chandraprabhatea@gmail.com

Or such other addresses as the Party to whom such writing is to given shall have notified to the Party giving the same in the manner provided in this Article.

12.2 Any notice personally delivered to the Party, against receipt, to whom it is addressed as provided in this Section shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a Business Day then the notice shall be deemed to have been given and received on the next Business Day following such day. Any notice mailed to the registered address and in the manner provided for in this section shall be deemed to have been given and received on the next Business Day following two weeks from the date of its mailing. Any notice transmitted by fax or other form of recorded communication shall be deemed given and received on the first Business Day after its transmission.

13.0 ASSIGNMENT

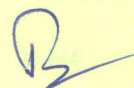
13.1 TEZU AND GBTL shall not assign or otherwise transfer this Agreement in whole or in part, without the prior written consent of the other Parties. Any purported assignment in violation of the preceding sentence will be void and of no effect.

14.0 RELATED DOCUMENTS

14.1 This MoA shall constitute the main working document for the relationship between the Parties. The Parties agree to enter into definitive agreement from time to time for provision of any of the services described herein above which will provide for the rights and obligations of the Parties for the particular mandate/assignment/project.

15.0 FORCE MAJEURE/ ACT OF GOD


15.1 This MoA is subject to force majeure situations. It shall be subject to inabilities based on circumstances beyond the control and power of contracting Parties, such as civil commotion, riots, war, hacking, unauthorized access, spam, etc., which may result in vagaries of the general financial markets.



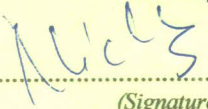
This MoA will be binding upon the Parties' respective successors and permitted assigns.

IN WITNESS WHEREOF, The Parties hereto, through their duly authorized official(s), have executed this MoA in duplicate, each of which shall be considered as original, effective as of
...29th May 2017

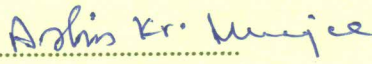
AUTHORIZED SIGNATORY on behalf of TEZPUR UNIVERSITY


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(Signature) **कुलसचिव**
तेजपुर विश्वविद्यालय
Registrar
Tezpur University
Name: **Dr. Biren Das**
Designation: **Registrar, Tezpur University**
Tel. No.: **03712-267007/8/9 extension 3100/3101**

WITNESS for TEZPUR UNIVERSITY


.....
(Signature)
Name: **Prof. Nidhi S Bhattacharyya**
Tel. No.: **03712-275555**

WITNESS for TEZPUR UNIVERSITY

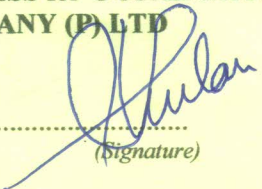

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(Signature)
Name: **Prof. A.K. Mukherjee**
Tel. No.: **03712-273025**

Gopal Bhoroli Tea Co. (P) Ltd.


AUTHORIZED SIGNATORY on behalf of GOPAL BHOROLI TEA COMPANY (P) LTD


.....
(Signature and Seal) **Director**
Name: **Mr. Anupam Phukan**
Designation: **Director, Gopal Bhoroli Tea Co. (P) Ltd.**
Tel. No.: **+91-94015-96446**

WITNESS for GOPAL BHOROLI TEA COMPANY (P) LTD


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(Signature)
Name: **Mr. Samirendra Nath Phukan**
Tel. No.: **+91-94350-51214**

WITNESS for GOPAL BHOROLI TEA COMPANY (P) LTD


.....
(Signature)
Name: **Mr. Anupam Phukan**
Tel. No.: **+91-94015-96446**