



# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**KHWAJA MOINUDDIN CHISHTI LANGUAGE  
UNIVERSITY, LUCKNOW**

**AND**

**FLORAFUNA SCIENCE FOUNDATION (FFSF)  
LUCKNOW**

*Handwritten signatures in blue ink:*  
1. A large, stylized signature, likely of a representative from Khwaja Moinuddin Chishti Language University.  
2. A signature that appears to be 'DM' or 'DM' with a horizontal line underneath.  
3. A signature that appears to be 'AF' or 'AF' with a horizontal line underneath.



## MEMORANDUM OF UNDERSTANDING

between

**Khwaja Moinuddin Chishti Language University, Lucknow**

and

**FloraFauna Science Foundation, Lucknow**

Khwaja Moinuddin Chishti Language University, Lucknow (hereafter referred to as KMCLU) and FloraFauna Science Foundation (hereafter referred to as FFSF) herewith sign a memorandum of understanding on 10/10/2022 which reads as follows:

### PREAMBLE:

The Primary objective of this Memorandum of Understanding between Khwaja Moinuddin Chishti Language University, Lucknow and FloraFauna Science Foundation, Lucknow is to create a means of cooperation between the two entities, subject to the terms of this MoU and the laws, regulations, rules and national policies as may be applicable in the duration of the agreement. It shall endeavour to strengthen, promote and develop academic, social and skilling co-operation between the Parties on the basis of equality, mutual benefit and public good.

### ARTICLE 1: INTRODUCTION OF PARTICIPANTS

#### **Khwaja Moinuddin Chishti Language University (KMCLU), Lucknow**

**KMCLU** is a State University established under the Uttar Pradesh Arabi Farsi Universities Act 2009 (U.P. Act No. 12 of 2009). The University aims to achieve excellence in language, research and innovation that supports the students in becoming productive, responsible, ethical, creative and compassionate members of the society.

#### **FloraFauna Science Foundation (FFSF), Lucknow**

**FFSF** is a scientific platform created by diverse members of society with the aim of enabling society to achieve health & nutrition through science interventions and is working as a not-for profit society (foundation) with the mission of creating "Entrepreneurial Villages" (e-Villages) as technology translation platforms of science, knowledge and innovations by enabling agriculture, health & nutrition as drivers of quality life, economy and growth of society". The foundation is registered as society working at national level (Registration No: 683/2015-16 dated 30.06.2015 PAN No: AAAAF3680J) with Registrar of Societies, Uttar Pradesh, India and having its registered office at 8/23 Bahar A, Sahara States, Jankipuram, Lucknow-226021(Uttar Pradesh).

*Lang* *AF* *BM*



## ARTICLE 2: AREAS OF COOPERATION

2.1 Both parties have resolved to collaborate to create synergy to achieve the goals by jointly implementing the programs and seek funding (wherever required) from various funding agencies of government as well as non-governmental or industrial backgrounds. The agreed areas of joint activities for collaboration are as follows:

- a. Conducting joint educational camps like *NutriPathshala* in schools, colleges and KMCLU Departments followed by establishment of model *NutriVatika* in the University campus to be replicated in schools and adopted villages to enable rural entrepreneurship in nutritional crops.
- b. Establishing a Health & Nutrition Knowledge Hub in campus jointly by FFSF & The Women Study Centre of the University to popularize the *NutriThali* concept involving FFSF experts particularly for women & child nutrition.
- c. Popularizing Eco-Agriculture among farmers and entrepreneurs by jointly organizing awareness camps through NSS, NCC Wing of KMCLU and developing a replicable model of biomanure production for entrepreneurial regenerative farming system in these villages.
- d. Jointly disseminating knowledge and new technologies in adopted village by KMCLU for value addition in agricultural practices and post-harvest technologies towards development of e-Village (Entrepreneurial Village).
- e. To jointly develop and submit the project/s in areas of mutual interest for obtaining external funding support from different funding agencies.
- f. To plan value added courses in health and nutrition and Eco-Agriculture.
- g. All models or hubs developed will have sign boards indicating collaboration of KMCLU and FFSF with Logo and will be accessible to members of both the collaborating organizations.

## ARTICLE 3: FINANCIAL ARRANGEMENTS

3.1 This Memorandum of Understanding shall not give rise to any financial obligation by one Party to the other.

3.2 Each Party shall bear its own cost and expenses in the implementation of this Memorandum of Understanding.

3.3 In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.






3.4 In case above activities are carried under the externally funded joint projects in future; the expenditures will be shared on funding proportion basis by the collaborators.

#### **ARTICLE 4: EFFECTIVE DATE AND DURATION OF MOU**

4.1 This Memorandum of Understanding shall become effective from the date of signatures of both parties, or if the dates vary, then the date of the later signature.

4.2 The MOU will be valid for a period of five years from the date of signature and may be extended further with the written consent of both parties.

#### **ARTICLE 5: INTELLECTUAL PROPERTY RIGHTS**

5.1 Both Parties undertake that they shall not infringe upon any copyright or in exclusive possession of the respective Parties. Both parties shall obtain permission in writing for the usage of any logo, motif, emblem, or any other intellectual property right vested in the respective Parties to be used in connection with the implementation of the present MoU from the respective Party. Each Party is the sole owner of such intellectual property.

5.2 Neither Party may use the other party's intellectual property rights without the prior consent of that Party. Nothing contained in this MoU is intended to, or shall be construed to grant to either Party any license or right regarding the other Party's Intellectual Property Rights.

5.3 In case of research results obtained through joint activities, the grant of intellectual property rights will be sought by both the parties jointly and once granted these rights will jointly be owned by the parties on mutually agreed terms and conditions.

5.4 Any expenditure towards filing, maintain and securing of IPR, development of the product and revenue towards license fee and royalty shall be shared on case to case basis in mutual consultation between both the institutions under a separate agreement.

#### **ARTICLE 6: PUBLICATIONS**

Experts/Faculty and scholars/members of both the Organizations may work jointly on publications. The Royalty / Intellectual Property Rights, if any, will be shared jointly on mutually agreed terms between the Parties through a separate specific agreement.

#### **ARTICLE 7: TECHNOLOGY/ RIGHTS TRANSFER**

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AR DM  
Lang



Any transfer of technology or rights between both Organizations will be done on mutually agreed terms and through a separate MoU if so required.

#### **ARTICLE 8: CONFIDENTIALITY**

During the tenure of the MoU and afterwards, unless both Organizations permit the disclosure, both Organizations will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of projects covered under this MoU.

#### **ARTICLE 10: AMENDMENTS**

No amendment or modification of this MoU shall be valid unless the same is made in writing by both the parties or their authorised representatives and specifically stating the same to be an amendment of this MoU. The modification shall be effective from the date on which they are made unless otherwise agreed to.

#### **ARTICLE 11: FORCE MAJEURE**

Both the parties shall have no liability in respect of any delay in carrying of the activities or failure to carry out the activities under this MoU caused due to any acts of the government, or any circumstances outside the reasonable control of the parties hereto.

#### **ARTICLE 12: INDEMNIFICATION**

Each party agrees to indemnify each other for any loss or liability or any claims, damages, fines, penalties, losses, costs and expenses incurred due to ignorance or any cause beyond human control.

#### **ARTICLE 13: DISPUTE RESOLUTION**

All disputes and differences concerning the validity, scope, meaning interpretation or effect of this MoU or any dispute or disagreement between the parties for any matter relating to this memorandum, Registrar KMCLU and Authorised Representative of FloraFauna Science Foundation will jointly resolve the dispute in a spirit of independence, mutual respect and shared responsibility. In case of any dispute which cannot be settled by mutual discussion, an arbitrator may be appointed by each party.






#### ARTICLE 14: TERMINATION

This Memorandum of Understanding may be terminated by either party with a minimum of Sixty (60) days written notice. Activities in progress at the time termination of this Memorandum of Understanding shall be permitted to conclude as planned unless otherwise agreed.

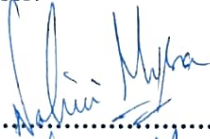

#### ARTICLE 15: COORDINATORS

All activities conducted under this MoU must have the endorsement of the coordinators. At KMCLU, the coordinator will be **Dr. Nalini Mishra, Coordinator, Women Study Centre** and at FFSF the coordinator will be **Dr. Neeraj Jain/ Dr N. Manika**. Coordinators shall notify their counterparts in case a new person is named to their position.



#### ARTICLE 16: AUTHORISED SIGNATORIES

 (Signature & Stamp) <b>Dr. Bhavana Mishra</b> Registrar/Controller of Examination Khwaja Moinuddin Chishti Language University, Lucknow	 (Signature & Stamp) <b>Prof (Dr) Suman PS Khanuja</b> Founder Chairman FloraFauna Science Foundation Lucknow
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Witnesses:

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1. ....  
[DR. NALINI MISHRA]
-   
2. ....  
10/10/2022  
(Dr. Tanu Deang)

Witnesses:

-   
1. ....  
(Dr. A.K. Singh)  
UP FFSF
-   
2. ....  
10/10/22  
(Dr. Neeraj Jain)  
GS, FFSF