

# MEMORANDUM OF UNDERSTANDING

**BETWEEN**



**DIOSIV FOODS PVT. LTD. (BLUE NECK)  
GHAZIABAD (UTTAR PRADESH)**

**AND**



**HARCOURT BUTLER TECHNICAL UNIVERSITY  
KANPUR (UTTAR PRADESH)**

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called MOU) made and entered into on this

Between

Diosiv Foods Pvt. Ltd. (hereinafter called blue neck) with its registered address at Diosiv Foods Pvt. Ltd., 140 Loha Mandi, Bulandshahr road, Ghaziabad-201009 (Uttar Pradesh)

And

Harcourt Butler Technical University, Nawabganj, Kanpur- 208002 (Uttar Pradesh)

### **1. OBJECTIVES OF THE MOU**

The objectives of this MOU are:

- a. To promote interaction between Diosiv Foods Pvt. Ltd. and Harcourt Butler Technical University in mutually beneficial areas of upcoming technologies identified and consented by both parties.
- b. To provide a formal basis for joint collaborative work environment between Diosiv Foods Pvt. Ltd. and Harcourt Butler Technical University.
- c. To become most preferred and trusted partner in the area of knowledge enrichment of students, faculty and industry with a view of sourcing talent.
- d. To facilitate work for Harcourt Butler Technical University students on research projects and identified collaborative business based on the terms and conditions as may be separately agreed upon for each of those.

### **2. AREAS OF COLLABORATION:**

The principal technical and research areas of collaboration between Diosiv Foods Pvt. Ltd. and Harcourt Butler Technical University are around contemporary high growth technology area with specific emphasis on Food Science and Technology, New Product Development, Research and Development, Food Packaging Technology, etc.

### **3. PROPOSED MODES OF COLLABORATION**

Diosiv Foods Pvt. Ltd. and Harcourt Butler Technical University propose the following primary activities to collaborate:



### **3.1 Capability Development**

- Curriculum development assistance for specialized programs/ course of mutual interest such as Food Technology, New Product Development, Food Industrial Waste Management, and Food Packaging etc.
- Training and Skill Development Programs- Diosiv Foods Pvt. Ltd. and Harcourt Butler Technical University will jointly plan Training of B.Tech./M.Tech. Student of Harcourt Butler Technical University at Diosiv Foods Pvt. Ltd. facility as per mutually agreed time frame and condition to meet academic requirements.
- Students shall be compensated for the professional training as agreed.

### **3.2 Sponsored Projects**

Harcourt Butler Technical University in collaboration Diosiv Foods Pvt. Ltd. will jointly explore research projects, by involving graduate /post graduate/ Ph.D. student from Harcourt Butler Technical University. Diosiv Foods Pvt. Ltd. will technically guide in performing practical's as per existing facilities & equipment.

### **3.3 Requirement**

- Active graduate and post graduate level students of Food Technology stream from Harcourt Butler Technical University would be facilitated for employment with Diosiv Foods Pvt. Ltd. subject to clearing through selection process as on requirement.
- Diosiv Foods Pvt. Ltd. will facilitate industrial visits up to 60 students every term to their campuses at Ghaziabad.

### **3.4 Publication, Product development and Patent**

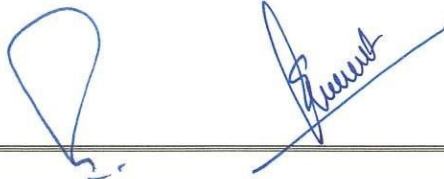
Both parties shall make endeavor to publish technical papers, encourage participation in national/international conferences, Patent development, Practices and Product development.

### **3.5 Workshop, Conclave, Seminar, and Events**

Diosiv Foods Pvt. Ltd. and Harcourt Butler Technical University will jointly arrange or participate in Workshops, Conclaves, Seminars, Competitions and other events at state, national and international level around area of collaboration based on the terms and condition as may be separately agreed upon for each of those identified projects.

### **3.6 Curriculum Design**

- Diosiv Foods Pvt. Ltd. nominated Executive may be invited as special invitee Member in BOS meeting, as and when relevant courses are offered and discussed in BOS. Honorarium and TA shall be provided as per the University norms.





### **3.7 Research work leading to M. Tech./ Ph. D degree**

- Research work will be promoted by identifying the thrust area of pursuit and identifying the working professionals from Diosiv Foods Pvt. Ltd. and Faculty/Graduate/Postgraduate/Ph.D student from Harcourt Butler Technical University as research team members.

### **3.9 Special Concession of Harcourt Butler Technical University**

- Students of Harcourt Butler Technical University will be given preference in training courses organized by Diosiv Foods Pvt. Ltd. Also, in special case separate batch will be formulated for Harcourt Butler Technical University students for the same.

### **4. Proposed Time Frame**

This MOU will come in force from the date of signing and will remain valid initially for a period of 2 years.

The MOU may be renewed with mutual consent on same/ modified terms and conditions as per requirement.

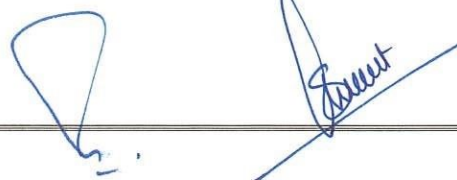
### **5. IPR (Intellectual Property Rights)**

- Each party reserves and retains all rights, title and interest in and its proprietary software, products, and processes. The treatment of intellectual property and data rights, including, patents, industrial designs registration, copyrights and all other proprietary information (including innovation not patented, designs not registered etc.) which result from the research collaboration is property of both parties. Neither party shall take any action inconsistent with, nor that might adversely affect other party's right hereunder.

Nothing contained in this MOU will be construed as granting of conferring, trademarks, know-how or other proprietary of either party acquired prior to or after the date of this MOU. It is also mutually agreed between the parties that this MOU exclude development /creation or invention of IPR by student, faculty and employee of either party, who has received a grant from any university, government or any other funding organization. In other words, IPRs developed by virtue of joint work done by Diosiv Foods Pvt. Ltd. and Harcourt Butler Technical University stakeholder under this MOU will be "Joint Intellectual Property" of Diosiv Foods Pvt. Ltd. and Harcourt Butler Technical University only.

### **6. Confidentiality**

- a) During this period of this MOU each party agree to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed



confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.

- b) The obligations above shall not extend to any confidential information for which the receiving party can prove this information-
- c) Is in the public domain at the time of disclosure or comes within the public domain with ought to fault of the receiving party.
- d) Is already known or become known to the receiving party
- e) Is received from a third party having no obligation of confidentiality to the disclosing party
- f) Is independently developed by the receiving party; or Is required to be disclosed by law court order.

In addition to above, the stakeholders involved during this program engagement should adhere to security policies including information security of both parties. Researchers and developers must comply with information security policies.

#### **7. Force Majeure**

Neither party shall be liable for damages for any delay or failure to perform its obligation here under, if Such delay or failure is due to cause beyond its control or with ought its fault or negligence, including, with ought limitation, strikes, riots, wars, fires, epidemics, earthquake, explosions, act of God or Government or police action or any other cause which is beyond the reasonable control of either Party.

#### **8. Term and Termination**

This MOU may be amended or terminated earlier by mutual written consent of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 90 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research MOU. Neither party is essential to any compensation in the event of this MOU.

#### **9. COST OF MOU**

Each party shall bear the respective costs of carrying out the obligations under this MOU.

#### **10. Arbitration**

- I. Any issues that are not addressed or stipulated in the MoU shall be discussed and resolved through negotiation in good faith and such resolution will be incorporated as written amendments to the MoU by mutual agreement between both Parties.



No disputes are foreseen in the implementation of the MoU. The two Parties, however, agree that if any dispute arises between them, efforts will be made to settle the same as amicably as possible. If the dispute still remains unsettled, it will be referred for resolution bilaterally to Vice Chancellor, Harcourt Butler Technical University, Kanpur and Director Diosiv Foods Pvt. Ltd., Ghaziabad.

II. The decisions so arrived at shall be final and binding on the parties to this MoU. This MOU has been executed in two originals, one of which has been retained by the First party and the other by the Second party)

IN WITNESS WHEREOF, the parties have executed this MOU and represent that they approve, accept and agree to terms contained herein.

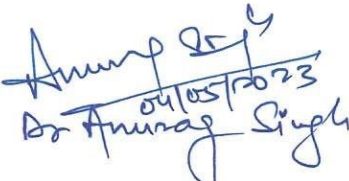
**Name and Address of the First Party**

  
Director

Diosiv Foods Pvt. Ltd.,

Ghaziabd (U.P.)

Dated: 04-05-2023

Witness 1   
Anurag Singh  
04/05/2023

Witness 2   
Neel Kumar  
04/05/2023

**Name and Address of the Second Party**

  
Registrar 20A-05-2023

Harcourt Butler Technical University,

Kanpur (U.P.)

Dated:

Witness 1   
Dr. Vivek Kumar

Witness 2   
NEEL KAMAL