



INDIA NON JUDICIAL

Government of Chhattisgarh

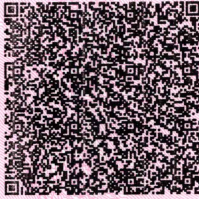
सत्यमेव जयते

e-Stamp

₹100

Certificate No. : IN-CG54134292206331W
 Certificate Issued Date : 21-May-2024 12:01 PM
 Account Reference : CSCACC (GV)/ cgcsceg07/ CG-RPRAJ0952/ CG-RP
 Unique Doc. Reference : SUBIN-CGCGCSCEG0791398536598444W
 Purchased by : CGMFP Co Fed Raipur
 Description of Document : Article 5 Agreement or Memorandum of an agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : Indian Institute of Technology Bhilai
 Second Party : CGMFP Co Fed Raipur
 Stamp Duty Paid By : CGMFP Co Fed Raipur
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

सत्यमेव जयते



₹100

Please write or type below this line

IN-CG54134292206331W

Dr. Anil Bisoi

Faculty Incharge
Research & Development
Indian Institute of Technology Bhilai
Raipur (Chhattisgarh)

(Manivasagan S.)
I.F.S.

Conservator of Forest
General Manager & Executive Director
C.G. State Minor Forest Produce
Co-operative Federation, Nawa Raipur

IE 0001073235

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

SHCIL

 **Warning** 

“The contents of this certificate can be verified and authenticated world-wide by any members of the public at www.shcilestamp.com or at any Authorised collection center address displayed at www.shcilestamp.com free of cost.”

“Any alteration to this certificate renders it invalid. Use of an altered certificate without all the security features could constitute a criminal offence.”

“This document contains security features like coloured background with Lacey Geometric Flexible patterns and Subtle Logo images, Complex ornamental design borders, Anti - copy text, the appearance of micro printing, artificial watermarks and other Overt and Covert features.”



Memorandum of Understanding (MoU)

This Memorandum of Understanding ("MoU") is made as of the 22nd day of May, 2024 ("Effective Date") on e-Stamp bearing Certificate No. IN-CG54134292206331W

BY AND BETWEEN

Indian Institute of Technology Bhilai a statutory body constituted under the Institutes of Technology Act 1961, functioning at its premises at Kutelabhata, Durg District, Chhattisgarh 491002 represented by Director, IIT Bhilai, hereinafter referred to as "IIT Bhilai", which expression shall where the context so admits includes its successors in interest and permitted assigns as First Party.

AND

Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Limited, a registered Co-operative Society registered under Chhattisgarh Co-operative Societies Act, 1960 having its head office at Van Dhan Bhawan, Sector 24, Nava Raipur Atal Nagar, Chhattisgarh and represented by **Mr Manivasagan S., Executive Director**, Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Limited hereinafter referred to as "MFP Federation", which expression shall where the context so admits includes its successors in interest and permitted assigns as Second Party.

Indian Institute of Technology Bhilai and Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Limited will individually be referred to as a 'Party' and collectively as 'Parties'.


WHEREAS:

1. Indian Institute of Technology Bhilai is a premier academic and research institute established by the Government of India and has the expertise and facilities to carry out R&D studies in the said area.
2. MFP Federation is the apex organization in the state of Chhattisgarh responsible for all aspects relating to management, development and trade of minor forest produce sector in the state.

In consideration of the above recitals and the mutual benefits to derive hereafter, the Parties agreed to enter into an MoU as follows:

1. Scope & Objective

- 1.1. Establishing a Centre of Excellence that focuses on activities towards R&D, Skill Development, Marketing, start-ups, and Entrepreneurship regarding Minor Forest Produce of the forests of Chhattisgarh.


Faculty Incharge
Research & Development
Indian Institute of Technology Bhilai
Raipur (Chhattisgarh)

1



(Manivasagan S.)
I.F.S.
Conservator of Forest
General Manager & Executive Director
C.G. State Minor Forest Produce
Co-operative Federation, Nava Raipur

- 1.1.1. R&D for improving the efficiency in processes related to end-to-end life cycle of Minor Forest Produce like, Procurement, processing, harvesting, packaging, storage, and marketing.
- 1.1.2. Technologies for establishing the medicinal values of herbal medicinal plants and help in certification.
- 1.1.3. Technologies for testing that are required for obtaining licenses for marketing as food and medicinal plants.
- 1.1.4. E-marketing platforms for increasing the popularity and sales of the products.
- 1.2. Skill development of the stakeholders (mainly engaged with forest produce namely, tribal communities) that would contribute to the holistic development of the state of Chhattisgarh.
- 1.3. Facilitate entrepreneurship especially among the youths of tribal community to work on business related to forest produce.
- 1.4. BTech and MTech projects related to R&D required improving the efficiency of the life cycle of forest products.
- 1.5. Facilitate/channelize the technologies developed by different institutional agencies elsewhere related to MFP value addition concerning MFP federation.
- 1.6. Both parties agree to jointly:
 - a) develop research projects on collaboratively identified problem statements
 - b) develop accessible and responsive technologies in the domain
 - c) work towards preservation of indigenous tribal wisdom and knowledge

2. Confidentiality Obligation

Each Party shall keep confidential and not use for any purpose not contemplated hereunder all proprietary information disclosed by the other Party, directly or indirectly. Any discoveries, inventions or know-how resulting from the project shall be kept confidentially for the period of this MoU, except as authorized in writing by other Party or provided herein.


Faculty Incharge
Research & Development
Indian Institute of Technology Bhilai
Raipur (Chhattisgarh)



(Manivasagan S.)
I.F.S.
Conservator of Forest
General Manager & Executive Director
C.G. State Minor Forest Produce
Co-operative Federation, Nawa Raipur

3. Ownership of Intellectual Property

3.1. Terms used herein within initial capital letters shall have the respective meanings set forth below. The definitions of terms herein shall apply equally to this and any amendment or Annexures added later on.

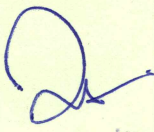
- a) **"Intellectual Property"** or **"IP"** shall mean all ideas, inventions (whether patentable or not), trademarks, design, trade secrets, formulas, processes, schematics and other technical reports, specifications, databases, transferable copyright, tangible embodiments thereof, including without limitation inventions, discoveries, designs, specifications, developments, methods, modifications, improvements, processes, know-how, show-how, techniques, algorithms, databases, computer software and code (including software and firmware listings, assemblers, applets, compilers, source code, object code, net lists, design tools, user interfaces, application programming interfaces, protocols, formats, documentation, annotations, comments, data, data structures, databases, data collections, system build software and instructions), mask works, formulae, techniques, composition, supplier and customer lists, trade secrets, graphics or images, text, audio or visual works, designs, design processes, any documentation of research, results, testing, schematics, diagrams, product specifications and works of authorship.
- b) **"Intellectual Property Rights"** shall mean any and all rights in and to the Intellectual Property listed.
- c) **"Background IP"** shall mean any Intellectual Property exclusively owned by each Party and which is created prior to this MoU.
- d) **"Foreground IP"** shall mean any and all Intellectual Property, either completed or developed in part, developed by either Party (alone or jointly) during the Project and under the terms of this MoU. For the avoidance of doubt, Foreground IP shall not include Intellectual Property that is developed by either Party outside of the Project and is not related either to the Project or this MoU.

3.2. The Parties recognize and acknowledge that the ownership of the background IP belonging to each Party prior to this MoU will exclusively belong to that respective Party.


Faculty Incharge
Research & Development
Indian Institute of Technology Bhilai
Raipur (Chhattisgarh)


(Manivasagan S.)
I.F.S.
Conservator of Forest
General Manager & Executive Director
C.G. State Minor Forest Produce
Co-operative Federation, Nawa Raipur

- 3.3. Any IP developed solely by a Party under the project ("Sole Foreground IP") shall be the sole property of that respective Party.
- 3.4. Any IP generated as a result of the joint efforts of the Parties under the project ("Joint Foreground IP") will be the joint property of IIT Bhilai & MFP Federation. If such discovery is patentable, the patents will be jointly filed by the IIT Bhilai & MFP Federation. The cost of filing IP in India will be equally shared between IIT Bhilai & MFP Federation. MFP Federation will decide in which all countries it wishes to file IP protection. MFP Federation will take lead and bear full cost of filing IP in countries outside India. All such IP shall be filed in joint name of IIT Bhilai and MFP Federation. Parties will enter into revenue sharing MoU for commercialization of such joint IP for "all the countries jointly" or "each country separately" at a later date. In case, MFP Federation decides not to proceed for such patent filing outside India or decides to discontinue the maintenance of such filing in foreign jurisdiction then IIT Bhilai shall have the right to take over such patent filing and maintenance at its discretion and IIT Bhilai shall be free to license such IP to third parties within/outside the domain of MFP Federation and share the revenue as mutually agreed with MFP Federation.
- 3.5. Within, and/or outside MFP Federation's Domain of Use, MFP Federation shall have the Right of First Refusal (ROFR) to opt for **exclusive /non-exclusive** use of Joint Foreground IP by paying mutually agreeable royalty to IIT Bhilai. Any revenue received from third party by such commercialization by IIT Bhilai/MFP Federation, shall be shared equally between MFP Federation and IIT Bhilai after recovering filing and marketing cost. In any case, IIT Bhilai will continue to have right to do research on such Joint Foreground IP.
- 3.6. MFP Federation may exercise its ROFR to obtain an exclusive/non-exclusive right (for some countries or worldwide) over the Joint Foreground IP within a period of three (3) months from the date of intimation on the coming into existence of Joint Foreground IP by one Party to MFP Federation. Once the ROFR is exercised, the Parties will enter into a separate license MoU specifying additional fee and/or royalty.
- 3.7. The costs of filing, renewal, maintenance and prosecution within India of Joint Foreground IP will be borne jointly by IIT Bhilai and MFP Federation unless the exclusive license is obtained by MFP Federation whereupon all the costs will be exclusively borne by MFP Federation for the duration of the license.


Faculty Incharge
Research & Development
Indian Institute of Technology Bhilai
Raipur (Chhattisgarh)


(Manivasagan S.)
I.F.S.
Conservator of Forest
General Manager & Executive Director
C.G. State Minor Forest Produce
Co-operative Federation, Nawa Raipur

3.8. If the Joint Foreground IP is not put to use by MFP Federation within 2 years of entering into license MoU, IIT Bhilai shall have the right to license it to third party and share the royalty/revenue equally with MFP Federation.

3.9. The Parties shall mutually agree upon filing applications to patent the Joint Foreground IP. If one Party does not agree upon the filing of patents within a period of three (3) months from the date of intimation on the coming into existence of Joint Foreground IP, then the other party may proceed with the filing of the Patents in the joint names of the Parties and recover the proportionate costs relating to the Patents filing, renewal and maintenance.

4. Publication

4.1. MFP Federation recognizes that under its policy IIT Bhilai shall have the right, at their discretion, to release information or to publish any material resulting from the research, provided that such material does not include any of MFP Federation's Confidential Information and that such publication would not disclose or otherwise jeopardize any potential patent rights, in technology developed hereunder.

4.2. IIT Bhilai shall furnish MFP Federation with a copy of any proposed publication, including any student thesis or dissertation to be made public that includes information developed under this MoU. Within fifteen (15) days of receipt, MFP Federation shall notify the IIT Bhilai in writing if such proposed publication includes MFP Federation Confidential Information or is related to any potential patent rights. If no communication is received within such time, it shall be deemed as approved for publication. MFP Federation may request IIT Bhilai to delay publishing such proposed publication for a maximum of twenty-one (21) days from its receipt of the proposed publication in order to protect the potential patentability of any invention described therein.

4.3. MFP Federation will be given full credit and acknowledgment for any support provided to IIT Bhilai in any publication resulting from this MoU, unless requested otherwise by MFP Federation.

5. Duration of MoU and Termination

5.1. This MoU shall commence on the Effective Date mentioned on the first page of the MoU and shall run for the project period of 5 Years. After that period, it may be renewed in writing by mutual consent.



Faculty Incharge
Research & Development
Indian Institute of Technology Bhilai
Raipur (Chhattisgarh)


(Manivasagan S.)
I.F.S.
Conservator of Forest
General Manager & Executive Director
C.G. State Minor Forest Produce
Co-operative Federation, Nawa Raipur

- 5.2. Each party may terminate this MoU for any reason upon ninety (90) days' written notice to the other party. The termination of this MoU will not affect on-going projects.
- 5.3. This MoU may be terminated if both Parties agree for premature termination and the project accounts are settled.
- 5.4. MFP Federation can terminate all or any part of this MoU at any time and for any reason by giving written notice to IIT Bhilai, such termination to be effective thirty (30) days after the date of such notice.
- 5.5. IIT Bhilai may terminate all or any part of this MoU at any time and for any reason by giving written notice to MFP Federation, such termination to be effective thirty (30) days after the date of such notice.

6. Miscellaneous Provisions:

- 6.1. **Notices:** Notices or other communications required to be given in implementing the MoU shall be in writing and may be delivered personally or sent by registered mail. The dates on which notices shall be deemed to have been effectively given shall be determined as effective date on the delivery.
- 6.2. **Force Majeure:** Any delay or failure in performance by either Party to this MoU, shall not constitute default hereunder to give rise to any claims for damages against said Party, if any, to the extent caused by matters beyond the control of said Party including but not limited to acts of God, Fire, Flood, Earthquake, Pandemics, Epidemics, Government Restrictions, Strikes, Lock outs or other concerted acts of workmen, explosions, blockages, embargoes, riots, war (declared or undeclared), rebellion, sabotage, extraordinary severe weather, civil commotion and criminal acts of third persons. If the work is delayed by such force majeure, then upon the happening of such delay, either Party within 14 days of the happening of such event, shall give notice in writing to the other Party requesting for extension of time indicating the period for which extension is desired and the Parties may arrive at a reasonable extension of time.
- 6.3. **Name, Logo Trademark:** The parties shall not use the name or trademark of the other party to this MoU without their prior written consent.
- 6.4. **Assignment:** This MoU shall not be assignable by either party without the express written consent of the other party.
- 6.5. Both the parties are free to collaborate or work with other similar organizations, societies, NGOs, private bodies and industries etc on similar nature of work. This MoU is Not binding on the parties for their ongoing or future research and business with any other parties even on similar work.
- 6.6. **Dispute Resolution:** In the event of any dispute or controversy that may


Faculty Incharge
Research & Development
Indian Institute of Technology Bhilai
Raipur (Chhattisgarh)


(Manivasagan S.)
I.F.S.
Conservator of Forest
General Manager & Executive Director
C.G. State Minor Forest Produce
Co-operative Federation, Nawa Raipur

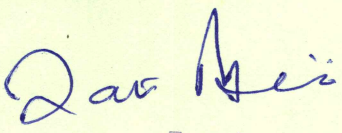


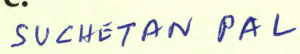


arise from or relate to the remittance operations or from the interpretation or implementation of this MoU, the parties hereto undertake to first endeavour to resolve such dispute or controversy amicably within thirty (30) days from the date when such dispute or controversy arises. Unresolved disputes arising out of or relating to this MoU or the agreed to herein shall be referred to the Director, IIT Bhilai and Managing Director, Chhattisgarh State Minor Forest Produce Co-operative Federation and the decision of the Director, IIT Bhilai and Managing Director, CG MFP shall be binding..

6.7. **Entire MoU:** Each party accepts the terms and conditions set out in this MoU as above by signing below. This constitutes the entire MoU that supersedes all previous proposals, oral or written, and all other communication or understanding between the parties relating to the subject matter of this MoU. Any modification or amendment is valid only if it is agreed in writing by both the Parties.

6.8. **Indemnity:** Neither Party shall give derogatory/defamatory statement against the other Party in public. On happening of such event, the responsible Party will indemnify the other Party against all direct, indirect and consequential losses.

6.9. **Obligation:** Neither Party shall have any financial obligations to the other. In case of activities being undertaken jointly, the financial burden, if any, shall be borne jointly by each Party for its share of the activities. In case of any research projects undertaken jointly, the financial obligations shall be determined on case to case basis in accordance with the nature of project and source of funding.

In Witness thereof the **Parties** have executed the MoU on effective date as mentioned on the first page.

<p>Indian Institute of Technology Bhilai</p> <p>Signature: </p> <p>Name: Prof. Santosh Biswas, Title: Dean, Research and Development IIT Bhilai</p>	<p>Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Limited</p> <p>Signature: </p> <p>(Manivasagan S.) I.F.S. Conservator of Forest General Manager & Executive Director C.G. State Minor Forest Produce Co-operative Federation, Nawa Raipur</p> <p>Name: Mr Manivasagan S., Title: Executive Director</p>
<p>Witness </p> <p>Signature: </p> <p>Name: SUCHETAN PAL Title: ASSISTANT PROFESSOR, IIT BHILAI</p>	<p>Witness </p> <p>Signature: </p> <p>Name: Vineet Kumar Title: Law Officer</p>