

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**GANDHI INSTITUTE OF TECHNOLOGY AND MANAGEMENT  
GITAM (Deemed to be University)  
Gandhinagar, Rushikonda  
VISA KHAPATNAM - 530045 AP, India**



**AND**

**MARPU SOCIETY  
(Registration number 1950/2018 Under Section 12A/80G)**



**FOR**

**SOCIAL INCLUSION PROGRAMMES/PROJECTS, TRAINING AND EXTENSION  
ACTIVITIES**

This **MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as “MoU”) is made and entered into this 5<sup>th</sup> day of July 2023.

**BETWEEN**

**MARPU SOCIETY**, a NGO established under **Society 2001** with registration number **1950/2018**, having its address at H.No 4-105/G/5A, Sree Ram Nagar colony, Hayathnagar, K V Ranga Reddy, Telanagana 501 505. <https://www.marpusociety.in/> . MARPU Society represented here as a knowledge-partner bridging other NGOs/FPOs in the Andhra/Telangana region of the one part;

**AND**

**GANDHI INSTITUTE OF TECHNOLOGY & MANAGEMENT**, GITAM (Deemed to be University), having its address at Gandhinagar, Rushikonda, VISAKHAPATNAM - 530045 AP, India (hereinafter referred to as “**GITAM**”), of the second part.

**MARPU SOCIETY** and **GITAM** shall hereinafter collectively be referred to as “**Parties**” and individually as a/the “**Party**”.

**WHEREAS:**

- A.** MARPU SOCIETY is an established NGO aimed at promoting sustainable development, environmental conservation/biodiversity and rural employment. They support and lead several rural development programs with farmer producers organizations/partnering NGOs addressing sustainable agriculture, women empowerment, non-farm economy initiatives.
- B.** GITAM is a private University whose objective to provide facilities and promote studies in emerging areas of higher education on the frontiers of science, technology, and management education. In pursuance of the objective, the Institute has been endeavouring to develop closer relationship with the corporate world so that the synergy between academics and business world can be fully reaped.
- C.** The Parties hereby agree to enter into this MoU to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

**NOW IT IS HEREBY UNDERSTOOD AND WITNESSETH** as follows:

**ARTICLE I**  
**OBJECTIVE**

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force in each Party's country, will endeavour to strengthen, promote and develop co-operation between the Parties on the basis of equality and mutual benefit. This MoU has the objective to provide facilities and promote studies in emerging areas of higher education on the frontiers of science, technology, and management education. In pursuance of the objective, the Institute has been endeavouring to develop closer collaborations with academic and research institutions so that the synergy can be reaped to the fullest extent.

**ARTICLE II**  
**AREAS OF CO-OPERATION**

1. Each Party will, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter in their respective countries, endeavor to take necessary steps to encourage and promote co-operation in the following areas:
  - (a) Developing Emerging Agri tech and Food tech Innovations
  - (b) Facilitating Knowledge-Transfer and Skill Building for Faculty and Students
  - (c) Initiating Student Exchange and Capacity Building Initiatives
  - (d) Working in Unison with Local Communities

For the purpose of implementing the co-operation in respect of any areas stated in paragraph 1, the parties will enter into a legally binding agreement subject to such further terms and conditions as mutually agreed upon by the Parties.

**ARTICLE III**  
**FINANCIAL ARRANGEMENTS**

1. This MoU will not give rise to any financial obligation by one Party to the other.
2. Each Party will bear its own cost and expenses in relation to this MoU.

**ARTICLE IV**  
**EFFECT OF MEMORANDUM OF UNDERSTANDING**

This MoU serves as a record of the Parties' intentions and except in relation to Articles VI and VII herein, does not constitute or create, and is not intended to constitute or create, obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

**ARTICLE V**  
**DURATION AND TERMINATION**

1. This MoU will come into effect on the date of signing and will remain in effect for a period of **FIVE (5)** years.
2. This MoU may be extended for a further period as may be agreed in writing by the Parties.
3. Each party may to terminate the MoU by providing one (1) month notice in advance to the other Party. Upon termination, each party accordingly shall return any documents retained by the same to disclosing party.

**ARTICLE VI**  
**CONFIDENTIALITY**

1. Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other Party during the period of the implementation of this MoU or any other agreements made pursuant to this MoU.
2. For purposes of paragraph 1 above, such documents, information and data include any document, information and data which is disclosed by a Party (the Disclosing party) to the other Party (the Receiving party) prior to, or after, the execution of this MoU, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving party or if orally given, is given in the circumstances of confidence.
3. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this MoU.

**ARTICLE VII**  
**PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

1. The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements signed by both Parties.
2. The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of either Party.

3. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, and any products and services development, carried out –
- (i) jointly by the Parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and
  - (ii) solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

#### **ARTICLE VIII** **NOTICES**

Any communication under this MoU will be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of **MARPU Society** or the **GANDHI INSTITUTE OF TECHNOLOGY & MANAGEMENT (GITAM UNIVERSITY)**, as the case may be, shown below or to such other address or electronic mail address or facsimile number as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

**To MARPU:**Er. B V VBalaramBhagath, (M.Tech IIT Kharagpur),Director MARPU Society, M. Bhargavi, Project coordinator MARPU Society, Viplavkumar President MARPU Society.<https://www.marpusociety.in/>

**To GITAM:** Dr D Gunasekaran, Registrar, Gandhi Institute of Technology and Management, GITAM (Deemed to be University), Gandhinagar, Rushikonda, VISAKHAPATNAM - 530045 AP, India. [registrar@gitam.edu](mailto:registrar@gitam.edu)

#### **ARTICLE IX** **VARIATION**

The terms stipulated in this MoU shall not be amended, altered, changed or otherwise modified without the mutual consent of the Parties and such amendments, alterations, changes and modifications shall be made in writing and signed by the Parties hereto.

#### **ARTICLE X** **GOVERNING LAW AND DISPUTE RESOLUTION**

1. Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU shall be settled amicably through mutual consultation and/or negotiations between the Parties, without reference to any third party.

2. Any consultation and/or negotiation for the settlement of dispute shall be governed by the laws of Visakhapatnam, India, wherever such dispute arises.

**ARTICLE XI**  
**NO AGENCY**

Nothing contained herein is to be construed so as to constitute a joint venture, partnership or formal business organisation of any kind between the Parties or so as to constitute either Party as the agent of the other.

**ARTICLE XII**  
**ASSIGNMENT**

Unless otherwise agreed in writing, both Parties shall not transfer or assign all or any of their rights, obligations, interests or benefits hereunder to any third party.

**ARTICLE XIII**  
**SUSPENSION**

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this MoU which suspension shall take effect immediately after notification has been given to the other Party.

**IN WITNESS WHEREOF** the Parties hereto have executed this MoU on the day and year first above written.

SIGNED BY  
for and on behalf of

**MARPU Society**



.....  
Er. B V V BalaramBhagath, (M.Tech IIT  
Kharagpur),Agricultural & Food Process Engg.  
Date:

SIGNED BY  
for and on behalf of

**GITAM Deemed to be University**



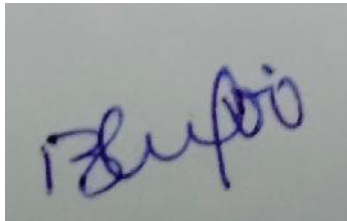
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**DR. D GUNASEKARAN**

Registrar

Date: 05.07.2023

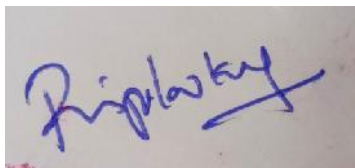
In the presence of;

In the presence of;



.....  
**M. Bhargavi**

Project coordinator,



.....  
**Viplav Kumar P**

President, MARPU Society

.....  
**PROF. BALKUMAR MARTHI**

Dean, Entrepreneurship & Innovation