



उत्तर प्रदेश UTTAR PRADESH

FG 238749

MEMORANDUM OF UNDERSTANDING
International Institute of Goat Management (IIGMA)
And
Rama University, Kanpur

This Memorandum of Understanding ('MOU') entered into in on this date 05, December, 2019 by and between:

Rama University, Kanpur, having its office at Mandhana, Kanpur, India (Hereinafter referred to as '.....' which includes its affiliates, subsidiaries and permitted assigns)

And

International Institute of Goat Management (IIGMA) – promoted by The Goat Trust, having its office at plot -57, Rasulpur sadat, Lucknow, Uttar Pradesh -226022, India (Hereinafter referred to as 'IIGMA' which includes its affiliates, subsidiaries and permitted assigns)

I. PURPOSE

Rama University covers educational and scientific/research activities with an aim to promote science-based agricultural education and research. The agriculture degree program at Rama University ensures successful professional careers in agro-industries, government organization, and educational/research/extension institute.

IIGMA is an initiative of The Goat Trust (TGT), has a mandate to train and educate human resources including technical professionals for pro poor small livestock value chain development on scale, establish Diploma and PG diploma academic courses in livestock value chain and undertake research to generate evidences for conducive policy for livestock based livelihoods across globe.

Managing Director

International Institute of
Goat Management (IIGMA)

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Managing Director

Rama University and IIGMA agree to be strategic partner for development, promotion, dissemination and implementation of livestock based livelihood training, education, workshop, field research and consultancy.

II. AUTHORITY

Faculty of Agriculture at Rama University is represented by its Director and IIGMA is represented by its authorized signatory in this agreement. **Both parties have their management approval to enter into this relationship.**

III. IMPLEMENTATION OF AGREEMENT

- a) RAMA UNIVERSITY agrees to collaborate with IIGMA for training, educational courses and hands on field practices for building knowledge and evidences on livestock based livelihoods.
- b) RAMA UNIVERSITY and IIGMA will organise joint events to share, reflect and co create further learning space for mainstreaming of livestock based entrepreneurship efforts.
- c) Major theme of work will be -
 - i. Launching and managing online & offline courses in livestock based enterprise development & promoting rural employment
 - ii. Establish and run Incubation center for agril & allied sector related enterprises
 - iii. Launching short term courses and interchange participants of both organisation
 - iv. Jointly Organise workshop/seminars n concurrent issues with special focus on entrepreneurship in livestock sector
 - v. Collaborative research On Micro financing for livestock (Micro leasing, Insurance, Livestock Credit cards)
 - vi. Organizing events, seminars and conferences in Livestock & allied subjects.
- d) It is also agreed that both parties will collaborate on sourcing, delivering and implementing research projects that cater to rural community and other stakeholders in the value-chain ecosystem for livestock development and management. Again, the financial and revenue model for this collaboration will be negotiated in a separate agreement for each engagement, based upon roles and levels of activity.
- e) It is agreed that any initiative that is jointly undertaken by both parties will be **co-branded**. Specifically:
 - i. Any RAMA UNIVERSITY initiated activities that engage IIGMA as a partner will carry the IIGMA logo as a co-branding partner.
 - ii. Any IIGMA initiated activities that engage RAMA UNIVERSITY as a partner will carry the RAMA UNIVERSITY logo as a co-branding partner.
- f) Any **Intellectual Property** that emerges from this collaboration or the scope of work as per this MOU either as a product or a converged solution or a combination of both, shall be assigned and attributed by mutual consent.
- g) Notwithstanding anything else in this MOU, it is clearly understood between the parties that the execution of this Project will be effective only upon the successful completion of the following condition:
 - i. The scope is/are clearly defined and agreed upon in writing between the parties, which includes but is not limited to the cost, roles, key deliverables,

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Lajpat Kumar
Managing Director

On
Registrar
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project deadlines, service levels if any, representations and warranties of both the parties.

IV. EFFECTIVE DATE

This MOU is effective upon signature of the parties and will remain in effect unless and until terminated as provided under Article VI.

V. AMENDMENTS

This MOU may be modified or amended by written agreement among the parties hereto. Additionally, any terms or conditions involving RAMA UNIVERSITY and IIGMA not stated in this MOU but expressly agreed to in a future MOU signed by both parties is considered integrated into this MOU.

VI. TERMINATION

This MOU will expire 60 months from the date of execution unless renewed by mutual agreement of the parties. This MOU may be terminated by either party by giving the other party three months written notice of its intention to do so without assigning any reason whatsoever (Termination for convenience). Expiration or termination may affect pursuit of new projects under the MOU. Projects under way will be governed by the specific individual agreements anticipated above.

VII. CONFIDENTIALITY AND NON-DISCLOSURE

As used in this Agreement, the term "Confidential Information" shall mean any information disclosed by the parties pursuant to this Agreement which is in written, graphic, machine readable or other tangible form and is marked "Confidential", "Proprietary" or in some other manner indicates its confidential nature. Confidential Information may also include oral information disclosed by the parties, provided that such information is designated as confidential at the time of disclosure and is reduced to writing within a reasonable time (not to exceed thirty days) after its oral disclosure.

VIII. LIMITATION OF LIABILITY

The parties agree that (i) the activities intended by this MOU may or may not be successfully completed; (ii) the results achieved may or may not be as anticipated; and (iii) these activities may not lead to any announced or generally available or limited offering. Any decision by any party to forego, or engage any other business opportunity, to alter or supplement any business plan of direction, or to make any investment in anticipation of the consummation of any transaction contemplated hereunder, is at the sole discretion of the party electing to do so, and will not create any actual or potential liability or any obligation for the other party, even if that party is aware of, or has been informed of, or has indicated approval of, any such action, decision, or election.

Except for a breach of Articles VII or IX, for any claim in any way related to the subject matter of this MOU, the damaged party shall not be entitled to recover any actual and direct damages unless and until a definitive agreement has been signed. This will apply regardless of the form of action, whether in contract or in tort, including negligence. This limitation will not apply to claims for bodily injury or damage to real property or tangible personal property for which a party is legally liable. In no event will either party be liable for any lost profits, lost savings, incidental damages, or other economic consequential damages, even if advised of the

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Deep Kumar
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possibility of such damages. In addition, neither party will be liable for any damages claimed by the other party based on any third party claim.

IX. PUBLICITY

Both the parties agree not to use the trademarks, trade names, services marks or other proprietary marks in any advertising, press releases, publicity matters, or other promotional materials without prior written approval of the other party. In addition each party agrees not to initiate or distribute any press releases, publicity matters or other promotional materials related to or referencing the subject matter of this MOU without prior written approval of the other party.

X. GOVERNING LAW

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of India, without regard to its conflict of laws provision and the courts in New Delhi shall have exclusive jurisdiction on the terms of this MOU.

XI. GENERAL

It is understood that this MOU does not purport to cover all aspects of this business relationship.

This MOU supersedes all prior proposals and discussions on this subject and is the complete and exclusive statement of the agreement between the parties. This MOU cannot be modified except by a written agreement signed by the authorized representative of both the parties. Any reproduction of this MOU by reliable means will be considered an original of this document.

Each party will be responsible for its own expenses in connection with these discussions. Except as set forth herein, there are no restrictions on either party as a result of these discussions and either party is free to pursue a similar business relationship with others at any time.

This Memorandum of Understanding sets forth the understanding of the parties as of the date of its execution by the last of the parties, being the later of the dates specified below.

Rama University, Kanpur	International Institute of Goat Management (IIGMA), Lucknow
Name: Mr. Prabhat Ranjan	Name: Sanjeev Kumar
Signature: 	Signature: 
Date: 05.12.2019	Date:
Place: Kanpur	Place: Lucknow
Designation: Registrar	Designation: Acting Director

International Institute of
Goat Management (IIGMA)

Managing Director


Registrar
Rama University
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