

shall, unless excluded by and repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-office, administrators and assigns of FIRST PARTY

AND

Bodoland University represented by The Registrar for Technology Incubation Centre on Mushroom, Bodoland University, Kokrajhar, Assam (hereinafter referred to as the SECOND PARTY), which expression shall, unless excluded by and repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-office, administrators and assigns of the SECOND PARTY.

WHEREAS, IOCL is a Government of India Undertaking and is in the business of refining & marketing of petroleum products throughout the country.

And Whereas Office of the Registrar, Bodoland University, Kokrajhar, Assam for Technology Incubation Centre on Mushroom, Bodoland University has requested IOCL-BGR for assistance for Providing fund for Green Energy powered Analytical Equipment for Quality Assurance & Marketing of diverse Mushroom and value-added Mushroom products at Bodoland University, Kokrajhar vide letter no BU/DBT-MCF/2017/58/Pt-3/RS/55 dated 02.09.2024 (hereinafter referred to as The Project); IOCL-BGR, in furtherance of its Corporate Environmental Responsibility (CER) initiative, has agreed to provide fund for the project, with execution/ implementation of the CER activity under project mode.

AND WHEREAS, both the parties have mutually agreed to enter into this MoU on the terms and conditions appearing hereinafter

Indian Oil Bongaigaon Refinery and Bodoland University, Kokrajhar are hereinafter referred to a 'Party' and collectively as 'Parties'.

NOW, THEREFORE, THIS MoU WITNESSETH AS FOLLOWS:

1. Duration

This MoU shall remain in force during the lifetime of the project.

2. Scope:

- 2.1. The project envisages the following scope of work: Providing fund for Green Energy powered Analytical Equipment for Quality Assurance & Marketing of diverse Mushroom and value-added Mushroom products at Bodoland University, Kokrajhar.

The projects shall be executed by Office of the Registrar, Bodoland University, Kokrajhar, Assam for Technology Incubation Centre on Mushroom, Bodoland University, Kokrajhar, Assam under depository – work scheme.

It shall be the responsibility of THE SECOND PARTY to ensure the execution/completion of the complete project within 12 (twelve) months from the date of signing of this MoU/ from the date of receipt of the fund of First Installment from THE FIRST PARTY whichever comes later.

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- 2.2. The prominent objectives of the Quality Control instruments in the projects are
- a) To characterize the mushroom samples (fresh cultivated or wild) and also fortified value added mushroom products for quantifying the parameters essentially to be labelled on the packets mostly vitamins, bioactive components, etc. which shall help the farmers to boost their marketing.
 - b) To quantify phytochemicals in the mushroom sample
 - c) To sequence the DNA samples of the mushroom using the conserve region of genome for molecular identification from DNA sequences deposited in GenBank and other such databases.
 - d) To evaluate the presence of any toxins in the cultivated mushroom due to adopting chemical methods of cultivation
- 2.3. Methodology:
- a) Samples from farmers or wild shall be pooled for periodic characterization of the parameters essential for assessing standards and promoting marketing
 - b) Samples of suspected and wild mushrooms on requirement or on report shall be collected and sequenced for identification following standard bioinformatics procedures targeting the conserved sequences like ITS etc.
- 2.4. Possible Outcome:
- a) At least 10,000 farmers all across NE Region of India shall be attended through this project to enhance their marketing of mushroom and value added products
 - b) By identification of poisonous mushroom by DNA sequencing hundreds of lives can be saved if identified in appropriate time
 - c) The instruments shall also be used by research scholars and teaching professionals of different departments of Bodoland University and its affiliated institutions along with various institutes of NER states and also institutes from transboundary regions.

3. Alteration in Scope of work:

- 3.1. Facilities to be created by Bodoland University, Kokrajhar, Assam for Technology Incubation Centre on Mushroom, Bodoland University, Kokrajhar, Assam out of the fund provided by THE FIRST PARTY. In no case, the scope mentioned in clause No. 2.1 shall be altered.

4. Roles and Responsibilities of the FIRST PARTY/IOCL Bongaigaon Refinery:

- 4.1. The FIRST PARTY shall extend funds under project mode of execution/implementation to the SECOND PARTY for implementation of the project, as mentioned in clause 2.1 of this MoU. The SECOND PARTY shall be solely responsible for execution of the project / related activities and FIRST PARTY shall provide the project funds as agreed upon as well as provide assistance as regards needful expertise as and when requested by the second party for satisfactory implementation of the project.
- 4.2. The FIRST PARTY will appoint its officer as coordinator for monitoring execution / implementation and for coordination with The Principal Investigator, Technology

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Incubation Centre on Mushroom, Bodoland University, Kokrajhar, Assam. The SECOND PARTY shall contact the coordinator for project related activities and the release of funds.

- 4.3. The First Party shall have the right to visit the sites & take necessary photographs & to interact with the beneficiary from time to time. The Second PARTY shall cooperate with the FIRST PARTY.

5. Role and Responsibilities of the SECOND PARTY:

- 5.1. **Coordination, Implementation and Monitoring:** The SECOND PARTY shall appoint a coordinator and joint coordinator (s) to coordinate various activities under this CER Project and shall provide the names and telephone/Mobile numbers of the Principal Investigator and his assigns of Technology Incubation Centre on Mushroom, Bodoland University who would be responsible for coordination of the project including site visit along with two joint coordinators.

The SECOND PARTY, with the assistance of the FIRST PARTY, shall carryout carrying out procurement & installation of equipment etc. if any, as per Clause No. 2.1. The SECOND PARTY shall take necessary safety measures during construction/Installation & operation of the projects. The SECOND PARTY shall act towards fulfilment of mutually agreed upon objectives under the MoU. The FIRST PARTY shall not be responsible for any incident / accident arising out of project activities.

The SECOND PARTY shall make arrangements for branding at the site / locations where facilities shall be created out of funds provided by the FIRST PARTY.

The Brandings of the project will be done as per the requirement and instructions of FIRST PARTY.

- 5.2. **Finalization of the Site:** The project will be executed for Analytical Equipment for Quality Assurance & Marketing of diverse Mushroom and value-added Mushroom products will be provided to Prof. Sandeep Das, Principal Investigator, Technology Incubation Centre, Bodoland University, Kokrajhar. The Joint Coordinators to assist the Coordinator are Dr. Sharmistha Brahma Kour and Mrs. Jonali Owarly (Assistant Professor), Dept. of Biotechnology (BU), Dr.Dulur Brahma- Dept. of Zoology (BU), (Assistant Professor), Dr.Sanjib Baruah (Assistant Professor), Dept. of Botany (BU) and other faculty members as per the requirement

- 5.3. **Estimation, Tendering and Award of Work:** The preparation of specifications of all material, modalities of work execution, preparation of detailed cost estimates, agency lining up shall be as per the mutually agreed upon modalities and communications on the subject forwarded to IOCL-BGR.

The SECOND PARTY shall line up a contractor/executing agency to execute the project at site as per Government's standard tendering procedure and issue letter of acceptance (LOA) to the executing agency/contractor. A copy of the LOA must be provided to IOCL-BGR. IOCL-BGR shall have no role in the process of finalization of executing agency/contractor. No cost shall be borne by IOCL-BGR, occurring out of process of lining up of executing agency/contractor.

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Details of plans, drawings, and schedules required for execution by the executing agency/contractor shall also be provided by the SECOND PARTY to FIRST PARTY. They should conform to Indian Standards, as applicable. The project will be implemented by the SECOND PARTY in **Bodoland University** in accordance with the scope of work as set out above within a geographical area specified therein, and with due diligence and efficiency, and having due regard to the judicious utilization of funds.

- 5.4. **Materials, Labour and Equipment:** Notwithstanding anything to the contrary in the MoU documents express or implied, IOCL-BGR shall have no responsibility in the arrangement of any material, labour or equipment, required for the project. The land for the provision of the above-mentioned facilities shall be made available by the SECOND PARTY. The statutory permissions/clearances required to execute the project in the identified locations shall be obtained by the SECOND PARTY.

In respect of all Government controlled or other scarce/imported materials in respect of which licenses, release orders, permits or authorizations are required, all such shall be obtained by the SECOND PARTY in their name. The work shall be carried out as per Indian Standard specifications and other applicable standards.

- 5.5. **Performance of Work:** Any clarification required by the executing agency/contractor in respect of any orders or instructions for the project execution, shall be provided by SECOND PARTY. The completion time for the project for executing agency shall be decided by the SECOND PARTY. However, the time period should not exceed 12 (twelve) Months from the date of signing of this MoU/ from the date of receipt of the fund of First Installment from THE FIRST PARTY whichever comes later. The SECOND PARTY shall be responsible for safekeeping of all records/information pertaining to the Project and shall provide access to all records/information pertaining to the Project to the FIRST PARTY or any designated THIRD PARTY by FIRST PARTY, for inspection at all times.

For the purpose of execution of the Project, the SECOND PARTY shall select and employ their competent personnel, consistent with the job requirement, according to the accepted and standard norms. The SECOND PARTY shall be responsible for all dues, statutory and other compliances pertaining to personnel who shall be engaging in the implementation of the project.

The SECOND PARTY shall utilize the funds released by FIRST PARTY only for implementation of the Project/Scheme as envisaged in this MoU. The SECOND PARTY shall not divert any part of funds received for any other purpose/activity than those mentioned in this MoU.

- 5.6. **Inspection, Testing and Quality Assurance and Monitoring:** It shall be the responsibility of the SECOND PARTY to ensure that all the material being used in the project conforms to standard specifications. The SECOND PARTY should get all the mandatory tests done for materials being used for the project. The copies of test reports, if any, shall be submitted to the nodal officer of FIRST PARTY along with utilization certificate. After satisfactory completion of the project a completion certificate in respect of work at that site shall be submitted to the nodal officer of IOCL-BGR.

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It shall be the responsibility of the SECOND PARTY to undertake the repairs and maintenance of all the equipment/construction/infrastructure covered under the work on its own after the work is completed. SECOND PARTY shall bear any recurring charges and shall take due responsibility for the same and FIRST PARTY will not incur any expenditure except disbursing of project cost of **Rs. 4,81,61,325. (Rupees Four crore, eighty-one lakh sixty-one thousand three hundred twenty-five only)** towards procurement and installation of equipment/components for successful completion of the project.

The SECOND PARTY shall keep all necessary documents regarding construction, procurement, installation etc. in their custody. The same shall be allowed to be inspected by the FIRST PARTY or its authorized representative. Further, the first party will assist in procurement of equipment of this project through presence of its representative members in relevant committees formed by the Second Party

- 5.7. **Measurement and Payment of Work:** Subject to the terms and conditions of this MoU the FIRST PARTY shall release the fund up to **Rs. 4,81,61,325. (Rupees Four crore eighty-one lakh sixty-one thousand three hundred twenty-five only)** for the project which will be inclusive of all taxes, duties and centage charges, etc. The payment shall be based on furnishing a statement of actual/committed expenditure on equipments/components along with ceiling specified herein above.

The total cost of the project shall be FIRM and no variation in the project shall be allowed to the SECOND PARTY, and the entire work shall be completed by the SECOND PARTY within ceiling of the amount specified herein above, unless otherwise agreed to in writing by the FIRST PARTY, by way of an amendment. The onsite measurement of the work done, payment to the executing agency for the work done and payment of escalation, extension and penalties shall be the sole responsibility of the SECOND PARTY. All the claims of the executing agency/contractor shall be settled by the SECOND PARTY.

- 5.8. **Return of Un-utilized Funds:** Funds un-utilized, if any, after the project is completed, shall be returned by the SECOND PARTY to the FIRST PARTY within **60** days of the completion of the project.

6. Payment Plan/Schedule:

- 6.1. The total amount is **Rs. 4,81,61,325. (Rupees Four crore eighty-one lakh sixty-one thousand three hundred twenty-five only) (inclusive of all applicable taxes)** shall be released in project mode after signing of this MoU and transfer to General Fund Bodoland University, Kokrajhar through e-banking /ECS transfer to the SECOND PARTY in the manner specified below:

- I. First instalment of disbursement (in Project Mode) shall be **Rs.4,55,54,809** (Rupees four crore fifty-five lakhs fifty-four thousand eight hundred and nine only) of agreed amount under this MoU as an advance for commencement of project and on demand from the SECOND PARTY along with copies of relevant purchase documents issued against the purpose for the first instalment. These include Triple Quad LC MS/MS

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whose tentative cost is Rs.2,71,56,628 preferably with 10 years warranty/maintenance cost with operator , Genetic Analyzer whose tentative cost is Rs.86,14,000 and Power Back Up including Battery House whose tentative cost is Rs.88,31,680 (Rs.68,42,680+Rs.12,75,000+Rs.7,14,000), Plate Centrifuge whose tentative cost is Rs.750,000, Plate Vortexer whose tentative cost is Rs.2,02,501.

- II. The second instalment of **Rs.24,06,516** (Rupees twenty-four lakhs six thousand five hundred and sixteen only) of the project cost will be paid on receipt of utilization certificate of 1st Instalment and on demand from the SECOND PARTY along with copies of relevant purchase documents issued against the for the Second instalment. This includes Tissue Homogenizer whose tentative cost is Rs.1,76,056, Consumable for triple quad LC-MS/MS whose tentative cost is Rs.3,87,432, Thermal Cycler whose tentative cost is Rs.4,97,960, Electrophoresis Unit whose tentative cost is Rs.4,48,400, Gel Documentation Unit whose tentative cost is Rs.6,98,560, Consumable whose tentative cost is Rs.1,98,108.
 - III. The last and final instalment of **Rs.200,000** (Rupees two lakhs only) under this MoU shall be released after completion of project and after submission of project completion report along with fund utilization certificate of 2nd instalment duly signed by the SECOND PARTY to that effect of the amount sanctioned previously. Along with the report on activities towards the work executed that is duly checked and confirmed by the SECOND PARTY on completion of site activities.
 - IV. The project shall be completed by the Second Party within the total project cost i.e. Rs.4,81,31,625/-. The subcomponent and price of individual equipment may vary during real time tendering in a range or purchase through GeM, eTendering etc. by the SECOND PARTY.
- 6.2. After completion of the project, the SECOND PARTY will submit fund utilization certificate from the competent authority where the provision of the facilities mentioned in clause 2.1 is to be executed/completed. The certificate will be provided for the entire amount of **Rs. 4,81,61,325/- (Rupees Four Crore eighty-one lakh sixty-one thousand three hundred twenty-five only)** or the amount transferred along with still photographs or any other medium of the facilities developed.
 - 6.3. The SECOND PARTY shall provide a report of activities towards the work executed that is duly checked and confirmed by the SECOND PARTY on completion of site activities.
 - 6.4. Fund requisition for the instalment amount shall be presented to the FIRST PARTY by the SECOND PARTY and shall contain the details of expenditure to be incurred by the SECOND PARTY during the period in accordance with the schedule of amount disbursements. The SECOND PARTY's The Registrar, Bodoland University should sign the fund requisition. Any fund requisition, if not presented in accordance with the above shall be liable to be rejected.
 - 6.5. The SECOND PARTY will submit the account details of bank (ECS format of FIRST PARTY) for the release of funds through e-banking/ECS transfer. The Final Utilization certificate shall be given by the authorized representative of the second party.

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6.6. The payment for escalations, extensions and penalties thereof will be as per the UNDERSTANDING between the SECOND PARTY and the executing agency / contractor of the work. IOCL-BGR shall not bear any cost occurring out of such activities.

7. Termination:

When IOCL-BGR has reason to believe that the project is not being executed as per agreed plan / or there is deviation in the execution / or the funds are not being used for intended purpose / or the facilities created are not being used for approved purpose by the SECOND PARTY, in any such event, the disbursement of funds shall be stopped immediately and IOCL-BGR reserves the right to terminate MoU with adequate prior notice in writing by assigning its reasons. Upon such termination, the funds disbursed earlier shall be recovered by IOCL-BGR limited to such amount/fund that may have been deviated for purpose other than the intended/agreed upon objectives. The SECOND PARTY shall accept the decision of termination of MoU by IOCL-BGR as final and binding and expressly agrees to waive any right to the contrary.

Subject to the above, it is hereby expressly agreed that this MoU shall be valid for the duration mentioned at Clause 1 unless extended by the Parties by written mutual consent, with such additions and modified terms and conditions as may be mutually agreed upon between both the parties.

Notwithstanding the above, it is agreed that this MoU may be terminated due to breach of the terms of MoU by either of the two parties provided a due notice of breach has been given by the aggrieved party to the other party and if the other party fails to remedy the breach within ninety (90) days. Upon expiry/termination of the MoU, the SECOND PARTY shall immediately transfer the unutilized funds released to the FIRST PARTY.

8. Miscellaneous:

8.1. The SECOND PARTY shall be exclusively liable for payment of any and all taxes now in force or hereafter imposed, increased or modified in respect of any work done and/or materials supplied for the project and for payment of all contributions and taxes in lieu of staff/employee deployed by the SECOND PARTY and the executing agency/contractor now and hereinafter imposed by any Governmental Authority and doth hereby indemnify and keep indemnified IOCL from and against such liabilities and all claims, actions, risks, losses, demands and payments whatsoever against IOCL-BGR, howsoever arising there from or in connection therewith, provided such claims, action, losses, risk, demands etc did not arise due to any fault or lapses on the part of IOCL-BGR (FIRST PARTY) or its agencies.

The SECOND PARTY shall comply with and ensure strict compliance by his/its agents of all applicable Central, State, Municipal and local laws and regulations and undertakes to indemnify IOCL from and against liabilities of all levies, damages, penalties, any payments whatsoever as may be imposed by reasons of any breach or violation of any law, rule or regulation and against all actions, proceedings, claims and demands arising there from and/or relative thereto, provided such breach or violation, actions or proceeding, claims or demands are not a result of any faculty or lapses of the FIRST PARTY.

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The SECOND PARTY shall be responsible for and shall ensure strict compliance with its employees, staff and agents of all laws, rules or regulations having the force of law affecting the relationship of employer and employee between the SECOND PARTY and their respective employees and/or otherwise concerning labour, social welfare and provident funds, pension, bonus, gratuity and other benefits to employees. The SECOND PARTY shall be responsible for compliance with safety measures as applicable at their own cost.

The SECOND PARTY will be fully responsible for ensuring that the project should be implemented in accordance with relevant norms. FIRST PARTY will not be responsible, either directly or indirectly, in any manner for any damage or negligence on the project which is not a result of lapse or faulty of the FIRST PARTY. The liability of FIRST PARTY shall be strictly restricted to what is stated in this MoU.

The SECOND PARTY shall keep in confidence proprietary information received from the FIRST PARTY along with the MoU and its various annexures as well as all the data/information generated, records collected/generated during the course of implementation of the Project and shall not disclose it to any third party, excepting their authorized agents or representatives unless such disclosure of use is specifically authorized in writing. The SECOND PARTY shall not use proprietary information received from the FIRST PARTY for any purpose other than the objective and task agreed between the Parties.

The FIRST PARTY shall keep in confidence proprietary information received from the SECOND PARTY along with the MoU and its various annexures as well as all the data/information generated, records collected/generated during the course of implementation of the Project and shall not disclose it to any third party, unless such disclosure of use is specifically authorized in writing. The FIRST PARTY shall not use proprietary information received from the SECOND PARTY for any purpose other than the objective and task agreed between the Parties.

Any change in official postal address/or e-mail address shall be intimated by both the Parties. The SECOND PARTY shall facilitate the visits of FIRST PARTY's Management or its representative/s to review implementation of the Project with prior information.

In the event of any one or more of the provisions contained in this MoU being waived, modified or altered, none of the other provisions hereof shall in any way be affected or impaired thereby. If any of the provisions of this MoU become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired

The Parties represent and warrant that they have relevant authority and permission under the applicable laws/ rules / notifications or by virtue of the order / instruction / directive from the relevant authority to enter into this MoU.

9. Co-branding and Publicity:

- 9.1. The SECOND PARTY and FIRST PARTY will share the right to use, discuss and publicize the project data and each will acknowledge the role of others or part played by

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others in the books, documents, and/or other publicity measures in relation to CSR/CER projects being undertaken through this MoU.

The concerned authorities should ensure that due publicity and credits are given to IOCL-BGR, for its contribution towards the construction of the said project.

Any news release, public announcement, advertisement, or any such publicity material proposed to be released by the SECOND PARTY regarding the present project or any agency appointed by it, concerning this UNDERSTANDING shall be subject to the prior written approval of the FIRST PARTY and vice versa.

The SECOND PARTY shall ensure that due publicity and credits are given to FIRST PARTY for the project executed by them under this MoU.

10. Amendment:

10.1. In case any amendment is required in any part of the MoU, both parties by mutual consent shall agree to incorporate such amendment(s). The MoU shall be amended by written mutual consent of the parties to the MoU. The amendment shall be documented and allotted a distinctive number.

11. GENERAL PROVISIONS:

11.1. **Notice:** Any notice required or permitted by this MoU shall be in writing and shall be properly addressed to each party at the addresses stated herein or to such other address as may be provided in writing by either party from time to time and shall be sent by any recognized commercial overnight courier, speed post or registered post, and shall be concurrently sent by email. Notice will be deemed effective when actually received by the other party.

11.2. **Assignment:** THE SECOND PARTY shall not transfer, assign, subcontract or delegate in whole or in part any of its rights or obligations under this MoU without the prior written consent of FIRST PARTY.

11.3. **Entire MoU:** This MoU embodies the entire understanding and MoU between parties in connection with the subject matter of this MoU. No party shall be bound by any oral UNDERSTANDING or representation irrespective of by whom or when made. No change or modification to this UNDERSTANDING will be binding unless it is in writing and signed by the authorized representatives of both parties. Neither party seeks to exclude liability for fraudulent misrepresentation.

11.4. **Severability:** In the event that any provision of the MoU is determined by a court of competent jurisdiction to be illegal, invalid or otherwise unenforceable under the applicable laws and/or regulations, either such provision shall be deemed amended to conform to such laws and/or regulations without materially altering the intention of the parties or shall be deleted and the parties agree to negotiate in good faith to replace such provision while the remainder of this MoU shall continue in full force and effect.

11.5. **Waiver:** Any waiver of any right or default hereunder shall be effective only in the instances given and shall not operate as or imply a waiver of any similar right or default on any other occasion. Any party may elect to continue to perform notwithstanding such breach by any other party, but such performance shall not constitute a waiver of such breach nor otherwise limit the non-breaching party's remedies. No waiver of any provision of this MoU shall be effective unless in writing and signed by the party against whom it is sought to be enforced.

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Indemnity: THE SECOND PARTY agrees to indemnify and keep indemnified of liabilities and hold harmless, FIRST PARTY and its directors, trustees, employees and representatives against all liabilities, demands and/or claims whatsoever, including claims for not being in compliance with the provisions of applicable laws, rules, regulations and guidelines, and also against any losses, damages or expenses suffered or incurred or that may be suffered or incurred by FIRST PARTY for any reason whatsoever in relation to the CER Project and post commissioning of its operation and maintenance, including legal cases provided such liabilities, loss or damages etc. was not the result or lapses of the FIRST PARTY.

Staff for all activities related to operation and maintenance or for any other activity shall be employed/ engaged by THE SECOND PARTY and the SECOND PARTY shall be solely responsible for any matter concerning their employment/engagement. THE SECOND PARTY shall not hold the FIRST PARTY responsible for any claims and legal expenses arising out of any employment dispute raised by those engaged by THE SECOND PARTY in relation to the operation and maintenance of the CER Project.

- 11.6. **Governing Laws and Jurisdiction:** This MoU and all matters arising from it and any dispute resolutions referred to below shall be governed by the construed in accordance with the laws of India.
- 11.7. **Force Majeure:** Neither Party shall be liable or responsible for any failure to perform or delay in performance of their respective obligations hereunder if such failure or delay is due or attributable to or arises out of any Force Majeure event, provided written notice of occurrence of any Force Majeure event is given by the affected Party to the other Party within a period 72 hours of such occurrence and such notice includes reasonably satisfactory evidence of the Force Majeure event.

For the purposes of this UNDERSTANDING, a Force Majeure event shall mean an event that is not within the reasonable control of the Party whose performance under this UNDERSTANDING is affected thereby and without prejudice to the generality of the foregoing, shall include the following events; i) Civil disturbance, ii) Breach of peace, iii) Declared or undeclared war, iv) Act of interference or action by military authorities, v) Terrorist acts, vi) Sabotage, vii) damage by the elements, viii) Riot or disorder, ix) Act of God (i.e. fire, frost, flood, earthquake, storm, lightning or epidemic); x) Quarantine, and xii) Change in law rendering the performance of a Party's obligations impossible (excluding any change in taxation laws); xiii) Revocation of applicable Government licenses acts or omissions of competent Government Authorities or its authorized security operatives.

After the end of such force majeure event, the functional operation of the project shall resume their suspended obligation under this MoU according to terms mutually agreed upon.

- 11.8. **Settlement of Disputes:** If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this UNDERSTANDING (and whether before or after the termination) Parties hereto shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable

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resolution or settlement is reached within a period of thirty (30) days from the date on which the dispute or difference arises, such dispute or difference shall be referred to a mutually acceptable sole Arbitrator. The existence of any dispute or difference or the initiation or continuation of the arbitration proceedings shall not postpone or delay the performance by the Parties of their respective obligations pursuant to this UNDERSTANDING. The outcome of the Arbitration shall be binding upon all parties involved. The Indian Arbitration and Conciliation Act, 1996 as amended by The Arbitration and Conciliation (Amendment) Act 2015 or any statutory modification or re-enactment thereof and the rules made there under for the time being in force shall apply to the arbitration proceedings under the clause. The seat of Arbitration shall be at Chirang District Court, Kajalgaon, BTC, Assam, unless as decided mutually by the parties.


11.9. Any intellectual property rights which may arise during the course of implementation and also during the project, the Second party shall acknowledge the first party always.


12. Project Sustainability:


12.1. The SECOND PARTY shall ensure that the facilities/ infrastructure so created shall be used for the specific purpose it is intended for and maintenance of facilities and its rightful use, for which it has been established, will be continued after the same has been handed over to beneficiaries. The First Party will not bear any cost towards maintenance of the said facilities after the project is completed and handed over to the SECOND PARTY.


13. Certificate from PI and Co-PI


The P.Is and Co-PIs certify that the asset created by the project shall be looked after with responsibility by P.I Prof.Sasndeeep Das and shall be used for the purpose for which it is sanctioned and also for such other use which may be required from time to time. Further, the Co-PIs Viz., Dr.Sharmistha Brahma Kour (Dept.of Biotechnology), Mrs. Jonali Owary (Dept. of Biotechnology), Dr.Sanjib Baruah (Dept. of Botany), Dr.Dulur Brahma (Dept. of Zoology), Dr.Silistina Narzari (Biotechnology), Dr.Hemaprobha Saikia (Chemistry) etc shall look after the asset of the project asset in absence of the P.I or as per the requirement of the situation.



Silistina Narzari
Co-P.I of the Project
Bodoland University

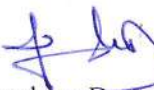

Dr.Sanjib Baruah
Co-P.I of the Project
Bodoland University


Dr.Hemoprabha Saikia
Co-P.I of the Project
Bodoland University


Dr.Dulur Brahma
Co-P.I of the Project
Bodoland University


Mrs. Jonali Owary
Co-P.I of the Project
Bodoland University


Dr.Sharmistha Brahma Kour
Co-P.I of the Project
Bodoland University


Prof.Sandeep Das
P.I of the Project
Bodoland University

Sandeep Das

Silistina Narzari

Sharmistha Brahma

In witness thereof, the parties hereto have caused this MoU to be signed in their respective names:

For and behalf of FIRST PARTY	For and behalf of SECOND PARTY	
Sri Musuka Boro, General Manager (EMS) Indian Oil Corporation Limited Bongaigaon Refinery, Dhaligaon, Chirang Signature: <i>Musuka Boro</i> Date: <i>29.11.2024</i>	Dr. Subung Basumatary, Registrar Bodoland University Kokrajhar Assam Signature: <i>Subung Basumatary</i> Date: <i>29/11/2024</i>	Prof. Sandeep Das, Principal Investigator, Technology Incubation Centre of Mushroom, Bodoland University Signature: <i>Sandeep Das</i> Date: <i>29/11/2024</i>

IN WITNESS THEREOF THE PARTIES IN THEIR FREE VIOLATION AND FULL UNDERSTANDING WITH THE INTENT TO LEGALLY BIND THEMSELVES TO THIS MOU EXECUTE THIS MOU THROUGH THEIR DULY AUTHORIZED PERSONNEL:

1. Witness on behalf of FIRST PARTY	1. Witness on behalf of SECOND PARTY
Name: <i>Awardip Garia</i> Designation: <i>SM (CC & CR)</i> Signature: <i>[Signature]</i> Date: <i>29/11/24</i>	Dr. Sharmistha Brahma Kour Designation: Assistant Professor, Dept. of Biotechnology, BU Signature: <i>[Signature]</i> Date: <i>29.11.24</i>
2. Witness on behalf of FIRST PARTY	2. Witness on behalf of SECOND PARTY
Name: <i>Sharad Kumar</i> Designation: <i>AM (H. CSA)</i> Signature: <i>[Signature]</i> Date: <i>29.11.2024</i>	Mrs. Jonali Owarly Designation: Assistant Professor, Dept. of Biotechnology Signature: <i>[Signature]</i> Date: <i>29/11/2024</i>