

# Memorandum of Understanding

Between



**CSIR-Central Food Technological Research Institute, Mysuru**

And



**Mar Athanasios College for Advanced Studies Tiruvalla (MACFAST)**

THIS AGREEMENT made on April 30, 2019 between Mar Athanasios College for Advanced Studies Tiruvalla (MACFAST) ,Kerala-689101 of the FIRST PART, and CSIR-Central Food Technological Research Institute, a constituent laboratory of Council of Scientific and Industrial Research ( an autonomous body registered under the Societies Act 1860), Dept. of Scientific & Industrial Research, Ministry of Science & Technology and Earth Sciences, Govt. of India, Cheluvamba Mansion, Mysore – 570 020 (hereinafter referred to as CSIR-CFTRI, which expression shall include its successors in interest and permitted assigns) of the SECOND PART.

WHEREAS The MACFAST is a not-for-profit organization headquartered in Thiruvalla, India. The MACFAST, a premier post graduate research institution focuses on multidisciplinary teaching and research. The main focus of research is to solve problems affecting food, nutrition, agriculture, environment and health care sector.

AND WHEREAS the CSIR-CFTRI, a premier research institution having expertise and capabilities in the area of Food Science and Technology has been nurturing all round growth of agro-food processing industry in the country, which include Research & Development, Malnutrition intervention and human resource development.

Both the parties have concurred to work together towards solving issues affecting small scale food sector by producing new value added products that could generate sustainable income for the women folk in the country.

**NOW THESE PRESENT WITNESSTH AS FOLLOWS:**

Consideration:

1. In consideration of the transactions on the terms and conditions appearing herein after, CSIR-CFTRI will agree to work together with the MACFAST in achieving the objectives under the framework of this MoU.

**2. RESPONSIBILITIES AND OBLIGATIONS OF CSIR-CFTRI**

CSIR- CFTRI shall undertake and provide the following services/ responsibilities as listed below.

**i) Partnering for developing scientific validation of food products developed by MACFAST**

CSIR-CFTRI will collaborate with the MACFAST in the scientific validation of food products developed by MACFAST.

**ii) Internships Programs**

CSIR-CFTRI will allow post graduate students and Research students of MACFAST to carry out Internship programmes as part of their academic activities for a period of 3-4 months. Accordingly, students of post-graduation and Doctoral programmes will be encouraged to work in under the joint supervision of both the Institutions.

**iii) Customized Training in various aspects of food technology**

CSIR-CFTRI will arrange customized Training solutions for the benefit of staff and students of MACFAST. However, for such programmes, the expenditure will be met by The MACFAST. All expenditures to be pre-approved by The MACFAST.

**iv) Experts Lecture Series at the MACFAST**

Scientists of CSIR-CFTRI will be deputed for delivering Lectures on various topics of interest based on the availability.

**v) Policy Documents/Working Papers**

CSIR-CFTRI will be utilized in preparing the Working Papers, case studies for public dissemination and contributing towards policy support

**vi) Resource Sharing**

The facilities and other resources will be shared as per the Institute guidelines

#### **vii) Networking**

CSIR-CFTRI will assist MACFAST in networking with stakeholders as part of the MoU

### **3. RESPONSIBILITIES AND OBLIGATIONS OF THE MACFAST**

i) To develop value added food products that would benefit the community and that would cater to the needs of Nation as an outcome of CSIR-CFTRI research through its network across the Nation

ii) Create/support various platforms towards knowledge sharing and effective translation of these products to the industrial scale

iii) Interface with State and Central Govt. bodies in bringing out robust policy for implementing innovative interventions

iv) The MACFAST will meet the necessary financial obligations in fulfilling the various objectives as enlisted in the MoU

### **4. JOINT RESPONSIBILITIES**

i) A Review Committee to be constituted comprising of the Director, CSIR-CFTRI and the Principal, MACFAST as Co-Chair, along with other nominees from both the organizations. This Committee shall be overall monitoring the activities under the MoU.

ii) CSIR-CFTRI/ MACFAST will jointly support the new products developed / nurtured by the Govt. agencies

iii) Research Programme under this MoU framework identified by the MACFAST will be carried out as per the terms and conditions as followed in the case of externally funded projects in CSIR-CFTRI

### **5. CONFIDENTIALITY**

During the tenure of this agreement and for a period mutually agreed upon, both CSIR-CFTRI and the MACFAST will treat the activity and its results strictly confidential to the extent desirable and prevent their disclosure in the commercial and technical interest.

The data and other information shared by the MACFAST will also be treated as confidential and will not be disclosed by CSIR-CFTRI to any outside party without the written consent of Principal, MACFAST

### **6. INTELLECTUAL PROPERTY**

CSIR-CFTRI and the MACFAST shall ensure that the Intellectual Property Rights that emanate from the collaborative research shall be adequately protected by proper instruments of the respective organisations, and both the parties would ensure that there is no breach of intellectual property rights

## **7. FORCE MAJEURE**

The MACFAST or CSIR-CFTRI shall not be liable for non-performance of their respective obligations or delays in respect thereof as a result of force majeure as referred to and/or defined above.

## **8. TERMINATION**

The MACFAST /CSIR- CFTRI will have the right to terminate the agreement which may be based on the recommendation of the Review Committee at any stage, if it is satisfied that:

- that CSIR-CFTRI/ the MACFAST has committed breach of the terms of this Memorandum or
- that there is an inordinate delay in the progress on the activities
- the identified activities would be discussed and agreed upon by both the parties and same will be documented
- If the activities are considered as not viable for any valid reasons by the Review Committee
- This MoU can be terminated by either of the two parties by serving a 90 days written notice

If the agreement is abandoned for any techno-economic and other reasons, other than the above, based on the recommendation of the Review Committee the MoU would hold good for resolving all the issues.

## **9. DURATION OF THE AGREEMENT**

The duration of this Agreement will be for a period of three years. However, the MoU can be extended in writing on a mutually-agreed terms and conditions.

## **10. ENTIRE AGREEMENT**

In case, if there is any conflict with the other undertaking on any of the above mentioned activities, the terms contained in the Agreement to the extent of non- disputed clauses shall prevail.

## **11. MODIFICATIONS OF THE AGREEMENT**

The Agreement can be modified through mutual written consent of both the parties to this Agreement.

**12.** All disputes arising out of the MoU shall be resolved on an amicable basis between the two parties and the jurisdiction for any disputes will be in Mysore.

IN WITNESS WHEREOF the Parties hereto through their duly authorized representative have signed this MoU on the day, month and year mentioned herein before.



Principal, MACFAST  
Thiruvalla



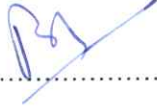
Director, CSIR-CFTRI  
Mysuru



**Witnesses:**

1. Name : Biju Dharmapalan

Signature .....



Name ..... **KSMS RAGHAVARAO**

Signature .....

