



अरुणाचल प्रदेश ARUNACHAL PRADESH

A 114303

Memorandum of Understanding (MoU)

This MoU is made and executed on 15th March 2024.

Between

People to People Health Foundation, a Section 8 company registered in India, under the provisions of Companies Act, 2013 with the CIN no. U74999DL2016NPL308172. with its Registered office at K-40, 3rd Floor, Jangpura Extension, New Delhi - 110 014 represented by Mr. Varghese C Joseph, Director - Operations, hereinafter called the "1st Party" or "PPHF", which expression shall, where the context so admits, include its successors, permitted assignees and representatives.

And

North East Agro Products Pvt. Ltd., registered in Pursuant to sub-section (2) of section 7 and sub-section (1) of section 8 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies(Incorporation) Rules, 2014 with the CIN no. U01100AS2021PTC021100. with its Registered office at #32, Type A, Uttara Bhawan, Saurav Nagar, Guwahati, Kamrup – 781029 ASSAM represented by Ms. Maushmi, Director and Mr. Bipu Saharia, Director, herein after called as 2nd Party, which expression shall, where the context so admits, include its successors, permitted assignees and representatives.

And

pphf

B. Saharia

Rajiv Gandhi University, (RGU) A central University, formerly known as Arunachal University, got its central university status on 9th April 2007. Located at Rono Hills, Doimukh, Itanagar – 791112, Arunachal Pradesh. Rajiv Gandhi University hereinafter called the "3rd Party" or "RGU", which expression shall, where the context so admits, include its successors, permitted assignees and representatives.

RECITALS:

WHEREAS; People to People Health Foundation (PPHF), is a not-for-profit company registered under section 8 of Company Act 2013 in India, working towards transforming lives for improved health and wellbeing through locally-driven solutions. The Foundation has worked in more than 20 states of India with an aim to build the skills of health care providers, strengthen management capacity and help create sustainable systems to improve access to quality health services. They focus on building public health capacity and community actions for better health outcomes, and work collaboratively with stakeholders, leveraging partnerships and influencing policies and practices.

WHEREAS; North East Agro-Products Pvt. Ltd. was established in the year 2021 with a goal of achieving revolution in the area of food processing and farming by increasing quality of processed agri-horti products and improvising the agricultural practices via handholding farming community of the country. The company has a team of professionally qualified and well experienced members in the field of training, manufacturing, formulations and marketing of products from agricultural sector. The team has extensive experience in providing trainings related to good agricultural practices, good manufacturing practices to farmers and food processors along with planning and implementing marketing strategies for them to make their businesses self-sustainable. Organization is having expertise in establishing agri-based processing units in north eastern region, a step towards doubling the farmers income.

WHEREAS; Rajiv Gandhi University is a centrally funded university by ministry of education, Govt. of India. RGU is running 44 departments within the main campus located at Rono Hills and 45 colleges affiliated to the university within the state of Arunachal Pradesh. The teaching and research programs of the University are designed with a view to play a positive role in the socio-economic and cultural development of the State. The University has been extending educational facilities to the students from Arunachal Pradesh as well as from the neighboring States of North Eastern Region. The strength of students in different Departments of University and in affiliated colleges has been steadily increasing.

NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AND THIS MOU WITNESSETH AS UNDER:

Handwritten signature

B. Sanharia

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ARTICLE 1 – Establishment of Food Processing Unit:

1.1 Adding Value to rural produce through Food Processing to realize the vast potential of agriculture by developing a food processing unit to Enhance farmers' income, Generate employment opportunities, Reduce wastage of produce, Increase crop diversification, Contribute to overall development, To provide integrated and complete preservation infrastructure facilities from the farm gate to the consumer, To enhance the income of the farmers of the State Value addition of the Agriculture produce, Fruits & Vegetables in the State.

ARTICLE 2 – MODE OF PROCESS:

2.1 1st Party/PPHF as an implementing agency of CSR project PARIVARTAN funded by HDFC Bank will provide all financial supports for the establishment of the food processing Unit through 2nd Party.

2.2 2nd Party/ NE Agro Products Pvt. Ltd. Is responsible for procurement, installation maintenance and operation of all the components under the head of food processing unit, like Plant & Machinery, Capacity building, & Monitoring and Reporting, Raw material, Margin for Working Capital/Utility/Installation, Backward Forward linkage Support etc.

2.3 3rd Party/ RGU will provide fully constructed space with all other supportive requirements like power connections with supply etc. for operating the equipment's under food processing unit cum incubation centre and storage of raw and finished goods.

ARTICLE 3 – SCOPE AND RESPONSIBILITIES:

3.1 Considering the SOPs, 1st & 2nd Parties will look after the procurement, installation and maintenance of the equipment for the first 3 years. Beyond which the equipment would remain as part of the 3rd Party and it will be the responsibility of the 3rd Party to look after the regular maintenance of the equipment.

3.2 3rd Party will allocate a floor space of 20x20 feet in the department of Food Technology required for installation of the equipments, along with other supportive requirements like water connection and power supply with connections will also be provided by 3rd party. Further, 3rd party will provide a technical operator for the handling and operating the equipment as and when needed. However, during the agreement period, the 1st/2nd Party would bring their own manpower for handling, cleaning, processing/packaging and other routine processing activities within the facilities when in use.

ARTICLE 4 – FINANCIAL OBLIGATIONS:

4.1 All financial liabilities will be of 1st and 2nd Party and no financial things will be born by 3rd Party during the entire period of the project.

4.2 After completion of the project tenure, ~~3rd~~ the Food processing unit cum incubation centre will be handed over to 3rd Party for further taking care.

ARTICLE 5 – MUTUAL ASSISTANCE AND DUTIES:

5.1 Parties shall provide mutual assistance as set forth in this agreement to the maximum extent possible.



B. Saharia



5.2 Parties shall confirm receipt of verbal or written requests for mutual assistance and provide responses within reasonable time.

ARTICLE 6 – AMENDMENTS:

6.1 All modifications and amendments to this agreement must be formally agreed to by all the Parties in writing.

6.2 Any such amendment shall enter into force from the date agreed to by the Parties.

ARTICLE 7 – FORCE MAJEURE:

7.1If either Party is unable to perform its obligations under this agreement due to the occurrence of an event beyondes control (such as acts of God, War like situations, Riots, Bandhs, Government actions, Earthquakes, Pandemic, Cyclones, Tycoons, and other natural calamities, etc.), that Party will not be deemed to have defaulted under this agreement. Each Party agrees to use all reasonable efforts to enable performance under this agreement to continue.

ARTICLE 8 - DISPUTE RESOLUTION: MEDIATION

8.1Any dispute arising out of this agreement will be referred to a committee consisting of CEO (PPHF) and North East Agro Products Pvt. Ltd., for amicable settlement.

ARTICLE 9 - DISPUTE RESOLUTION: MEDIATION

9.1The Parties shall treat as confidential all the information and/or contents of all documents received from the other Party in connection with this Agreement and/or which a Party receives directly or indirectly from the other Party in any form or manner or through any medium and shall not use such information except as expressly permitted under this Agreement, and shall not disclose such information to any third party without the other Party's prior written consent unless it is required under any statute or by any statutory authority.

ARTICLE 10 – SEVERABILITY

10.1In the event that a portion of this agreement is impossible to fulfill, the Parties agree to attempt to comply with the remainder of the understanding to the maximum extent possible.

ARTICLE 11–ASSIGNABILITY

11.1This agreement shall not be assigned by any Party without the prior written consent of the other. Such consent, however, shall not be unreasonably withheld.

ARTICLE 12 – NOTICES

12.1 Notices in connection with this agreement must:

- i. Be in writing, in the English language.
- ii. All notice or other information required or deemed necessary to be given to:

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B. Saharia



ARTICLE 13 – VALIDITY

13.1 This triparty MoU is valid for the period of 3 years from its date of Signing and can be renewed after that with mutual consent of all three parties, if desired

12.2 Notices shall be delivered by courier or hand or sent by email to the respective addresses and email which are specified above or if the addressee specifies another address or email then to that address or email.

THE PARTIES

People to People Health Foundation (PPHF) – 1st Party

K-40, 3rd Floor, Jangpura Extension, New Delhi – 110 014
Contact Person: Mr. Varghese C Joseph, Director – Operations
Email: vcjoseph@pphfglobal.org

North East Agro Products Pvt. Ltd. - 2nd Party

#32, Type A,
Uttara Bhawan, Saurav Nagar,
Guwahati, Kamrup – 781029 ASSAM
Email: northeastagroproducts@gmail.com

Rajiv Gandhi University - Third Party

Rono Hills, Doimukh, Itanagar – 791112,
Arunachal Pradesh.
Email: registrar@rgu.ac.in

ARTICLE 13 – EFFECTIVE DATE

13.1 This agreement will come into force from the date of signing and valid for 3 years from the date of signing.

ARTICLE 14 – GENERAL PROVISIONS

14.1 The singular terms include the plural and the plural terms include the singular.

14.2 The headings used in this agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

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Signature 1st Party
People to People Health Foundation



B. Saharia
Signature 2nd Party
North East Agro Products Pvt. Ltd.
Director, NE Agro Products
Director

[Signature]
Signature 3rd Party
Registrar, RGU
कलसचिव
राजिव गान्धी विश्वविद्यालय (केन्द्रीय विश्वविद्यालय)
Registrar
Rajiv Gandhi University (Central University)
Rono hills, Doimukh, Arunachal Pradesh