

CONSULTANCY

BETWEEN



Groweco Ventures LLP
Heartly Organic

302, Navratan Baag Manoramaganj, Indore- 452001
groweco.ventures@gmail.com

AND



GURU GHASIDAS VISHWAVIDYALAYA

Koni, Bilaspur, Chattisgarh- 495009

www.ggu.ac.in, centraluniv@ggu.ac.in

2022

CONSULTANCY

The consultancy is entered into **DATE – 07.04.2022** between

GROWECO VENTURES LLP, Indore. A partnership firm working on an innovative idea of in the field of organic manure and relevant agriculture organic products and range of patented products which help in agricultural need of elements and nutrients. The startup operates with its registered address at 302, Navratan Bag, Manoramaganj, Indore- 452001, India. (hereinafter called '**FIRST PARTY**' which expression shall where the context so admits, include its successors in interest/business and permitted assigns) of the one part;

AND

GURU GHASIDAS VISHWAVIDYALAYA (GGV), a Central University of India established under Central Universities Act 2009, No. 25 of 2009. Formerly called Guru Ghasidas University (GGU), established by an Act of the State Legislative Assembly. GGV is an active member of the Association of Indian Universities and Association of Commonwealth Universities. The University operates from its registered address Koni, Bilaspur (C.G)- 495009 (hereinafter called '**SECOND PARTY**' which expression shall include its successors in interest/business and permitted assigns of the other part).

WHEREAS, 'FIRST PARTY', is a startup working on an innovative idea of in the field of organic manure and relevant agriculture organic products and range of patented products which help in agricultural need of elements and nutrients. The startup is adopting clean approach for developing the products.

WHEREAS 'SECOND PARTY', Guru Ghasidas Vishwavidyalaya (GGV), is a Central University of India, Bilaspur C.G. State, having different research mandates, research projects spread over the departments sponsored by Central or State Govt. under various schemes involving Ph.D. students working on research thesis.

WHEREAS 'FIRST PARTY' and '**SECOND PARTY**' recognize the respective strengths of the two organizations and accordingly agree to co-operate in the development of the **FIRST PARTY**'s request to develop innovative agricultural products through exchange of


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technological know-how via a lab/ Field research for a period of 03 years from the date of signing of consultancy.

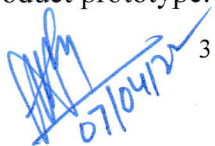
Now therefore, in consideration of the promises and mutual covenants hereinafter contained, the parties hereto agree as follow:

1. SCOPE AND PURPOSE:

Subject to the conditions hereinafter contained 'Guru Ghasidas Vishwavidyalaya' agrees to conduct a lab/ field research at the Department of Rural Technology, Guru Ghasidas Vishwavidyalaya (under the supervision of Dr. Rajendra Mehta , Dr. A. K. Dixit and Dr. Bhaskar Chaurasia as Project-in-charge) assigned by 'Groweco Ventures' for the production of compost, vermicompost, Prom (Phospahte rich organic manure), plant growth promotor/ biostimulants and other bio- fertilizers etc.

Whereas:

- 1.1. SECOND PARTY agrees to be a research and knowledge partner of the FIRST PARTY for the above-mentioned project.
- 1.2. SECOND PARTY shall conduct the primary lab research at its premises to define the protocol with proper data capturing & recording under the close supervision of the project in-charge, Dr. Rajendra Mehta, Dr. A. K. Dixit and Dr Bhaskar Chaurasia.
- 1.3. FIRST PARTY shall supply or bear the cost for the raw materials, essential consumables for undertaking the lab research work.
- 1.4. SECOND PARTY shall conduct the research with satisfactory number of iterations so as to minimize the error in mutual consultation with the FIRST PARTY.
- 1.5. SECOND PARTY shall process & analyze the primary data for preliminary inference and shall share the related documents with the FIRST PARTY as and when necessary.
- 1.6. SECOND PARTY shall NOT DISCLOSE or PUBLISH the research findings or other related data to any other party or in public domain through any sort of print or electronic media without a prior written consent of the FIRST PARTY at any point of time. All the research findings, data, outcomes or other related information will be the sole properties of the FIRST PARTY. All the primary resources to be directly involved in the lab research shall execute the NDA (Non-Disclosure Agreement) before onset of the lab research.
- 1.7. BOTH PARTIES agree to the timeline of 03 year for conducting the research and optimization of basic product prototype. In case, if the research gets extended beyond

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03 year, the project in-charge will inform the FIRST PARTY through written notice or electronic mail.

1.8. Any 'Invention' or 'discovery' (whether patentable or nonpatentable, or copyrightable or non-copyrightable) in accordance with the research will be the 'Sole Invention' of the FIRST PARTY and at any point of time, SECOND PARTY will not have any claims on it.

1.9. The FIRST PARTY agrees to acknowledge the research contribution of SECOND PARTY in all platforms involved in the research and analysis of product development.

1.10. SECOND PARTY agrees to transfer/return all the research records containing experimental data to the FIRST PARTY on the completion (or otherwise) of the lab research.

1.11. SECOND PARTY shall further extend it's support to the FIRST PARTY for customization of further research, future product development, market trials, customization of the end product (but not limited to) on the written request by FIRST PARTY and the SECOND PARTY reserves the right to render the services to FIRST PARTY on mutually agreed charges.

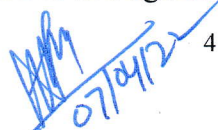
1.12. SECOND PARTY shall submit the final report of reseach outcomes related to particular product on completion along with detailed statement of expenditure / utilization certificate to the FIRST PARTY.

2. DURATION & TERMINATION:

This Consultancy shall come into immediate effect from the date of execution by both the parties and shall remain valid for 03 year from the date of signing which may be extended for a further 03 years period based on mutual agreement between the PARTIES. However, the PARTIES may terminate the consultancy agreement if either party fails to fulfill its respective obligations as set out in the previous clauses with 15 days' prior written notice provided that such termination shall not affect the rights of the parties to agreement, which have been accrued prior to such termination. Both the PARTIES agree to maintain the CONFIDENTIALITY of the research project & it's findings even after the termination of consultancy agreement.

3. DISPUTE & SETTLEMENT:

i) **Arbitration:** The parties agree to settle any disputes/breaches arising in discharging this agreement through mutual consultations and agreement or through Arbitration as per GOI rules.


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Arbitrator shall be appointed with mutual
will be shared by each PARTY

consultation of both the PARTIES and cost

ii) **Jurisdiction:** This agreement shall be governed by and construed at Bilaspur (C.G) in accordance with the laws of state of Chhattisgarh, India.

iii) **Notices:** Any notice required by this agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid or recognized overnight delivery services.

4. CONFIDENTIALITY NON-DISCLOSURE:

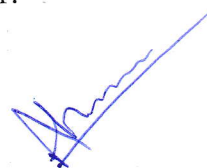
a. **BOTH THE PARTIES** acknowledge the sensitivities of the research findings & outcomes which will be the sole properties of the FIRST PARTY. However, the SECOND PARTY may use the data in modified or other than the crude form exclusively for research purpose. The SECOND PARTY shall take written consent from the FIRST PARTY for usage of lab research data, findings, or outcomes in case of non-research purpose.

b. SECOND PARTY acknowledges that as part of its performance under this Agreement, it may be required to disclose certain information pertaining to the FIRST PARTY' strides, business, financial information/secrets (collectively, "Business Information"). SECOND PARTY shall treat Confidential Information with the same degree of care it affords its own similarly confidential information and shall not, except as specifically authorized in writing by the other party or as otherwise required by law, reproduce any Confidential Information or disclose or provide any Confidential Information to any person.

5. EXPENSES & RESOURCES:

FIRST PARTY shall bear all types of expenses incurred in the above-mentioned lab/Feild research including lab consumables, manpower, raw materials, miscellaneous etc. However, **SECOND PARTY** shall present the invoices against all the purchases made for the work. **FIRST PARTY** will deposit a seed amount of Rs. 50,000 /- (Rupees fifty Thosand Only) for initiation of work assigned by them to the second party. The charges/fee for the consultancy of research and analysis will be as per University consultancy policy, 2021.


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IN WITNESS WHEREOF, both the parties herein set their respective hands on the day, month and year first above written in the presence of following witnesses.

For and on behalf of
Groweco Ventures
Heartly Organic
302, Manoramaganj, Indore- 452001

For **Groweco Ventures LLP,**

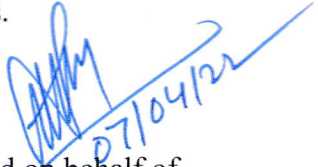

Authorized Signatory.

Signature with Stamp

Name: **Akhilesh Sharma**

Designation: Technical Director

Date:


For and on behalf of
GURU GHASIDAS VISHWAVIDYALAYA
Bilaspur, Chhatisgarh


Signature with Stamp
Dr. Rajendra Menta

Name: **Dr. Rajendra Menta**
(Associate Professor)

Designation: **Assoc. Professor**
Dept. of Rural Technology

Guru Ghassidas Vishwavidyalaya
Bilaspur (C.G.) 495009


Signature with Stamp
Registrar (Acting)
Guru Ghassidas Vishwavidyalaya
(A Central University)
Bilaspur (C.G.) 495 009 India

Name: **Prof. Shailendra Kumar**

Designation: Registrar (Acting)

Date:

Witnesses:



1. Signature:

Name: **Dr. V.N. Tripathi**
Dept. of Botany

Witnesses:



1. Signature:

Name: **Satyash Sheff**