भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA 12 MAR 2024

CG 103546

मु. अनुक्रमांक ९०२५४ दि. 2023 मु.शु.रक्कम- ५००/

दस्ताचा प्रकार- करारनामा

दस्त नोंदणी करणार आहेत का? होय/ नाही.

मिळकतीचे वर्णन-

मुद्रांक विक्री देणाऱ्याचे नांव- एस एन दादा इन्फ्रा

पत्ता- नाही

दुसऱ्या व्यवहारातील नांव-

हस्ते व्यवहाराचे नांव व पत्ता- पवन ओसवाल

मुद्रांक विक्रेत्याची सही

Goa

वी. बाय. निगडे

परवाना क्र. 2210004

तहसिल ऑफिस कॅम्पस, जेजुरी, पुणे.

11 MAR 2024

उप कोषागार अधिकारी

पुरंदर (जेजुरी)

मु. खरेदी केल्यापासून 6 महिन्यात वापरणे बंधनकारक आहे. मु. खरेदी केल्यापासून 6 महिन्यात वापरणे बंधनकारक आहे.

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("**MoU**") is made on the 12-03-2024

BY AND BETWEEN

**Vasantdada Sugar Institute** (PAN: AAATV0865A), a society registered under the Societies Registration Act, 1860 and under the Bombay Public Trusts Act, 1950 having its office address at Manjari (Bk), Tal: Haveli, Dist. Pune-412307, Maharashtra, India hereinafter referred to as the "**VSI**" (which expression shall unless it be repugnant to the subject, context or meaning thereof, be deemed to include its successors, and permitted assigns) of the ONE PART;

Vasantdada Sugar Institute PTR No.F-3728 (MUMBAI) Manjari (Bk.) 412 307



Principal
Vasantdada Sugar Institute
Manjari (Bk.), Tal. Haveli,
Dist. Pune - 412 307

SEAL OF THE VASANTDADA SUGAR INSTITUTE PUNE

b) **Execution:** Jointly working for various development activities including pre work initiating planning, performing actual experimentation for process optimization with multiple combinations. Collecting and appropriate storing the product samples.

c) **Analysis:** Analyzing the product samples for all detailed required parameters to upmost possible accuracy at suitable lab of parties or by external third-party agency.

d) **Reporting & Conclusion to way forward**: Interpretation of the detailed accounted data for multiple batch trials with variable process conditions along with the analysis reports of corresponding products. Comparing vis a vis experimentation results with the final desired industrial product quality along with financial viability and environmental sustainability aspect. Post completion of the above activity there will be a weekly/fortnightly review wherein both parties' main stakeholders will examine the progress and decide the way forward for the technology development work.

e) **Details of rights of commercialization will be detailed out in individual SoW outlined for specific projects.**

6) **CONFIDENTIALITY:**
During the tenure of this Agreement, both the parties shall maintain abide the confidentiality obligations as agreed under Mutual Non-Disclosure Agreement dated 21-02-2024

7) **ASSIGNMENT:**
Neither Party may, without the prior written consent of the other Party, assign the benefit of all or any of the other Party's obligations under this Agreement or any benefit arising under this Agreement in favour of any third party.

8) **MODIFICATIONS/AMENDMENTS:**
No modifications or alterations whatsoever shall be made to this Agreement except by means of written amendments duly executed by an authorised representative of each Party.

9) **ANTI-BRIBERY AND ANTI-MONEY LAUNDERING CLAUSE**
1. VSI states and agrees that it and its Affiliates has not, and will not, during the term of this Agreement violate any applicable Anti-Bribery Laws (meaning any law, regulation or administrative requirement relating to, anti-corruption, anti-bribery, conflicts of interest), any applicable trade sanctions and the applicable Anti-Money Laundering Laws (meaning the anti-money laundering laws of all applicable jurisdictions, the rules and regulations thereunder).
2. In particular, VSI warrants and undertakes that it shall not, directly or indirectly, offer, promise, give, ask for, authorize or agree to receive or accept anything of value (including any form of bribe, rebate, pay-off, influence payment, kickback or facilitation payments), to and from any person, private or public, to (i) obtain or retain a contract, agreement or commitment or an undue advantage in business and/or (ii) influence a public officer in the performance of his public duty, in each case, in violation of any Anti-Bribery or Anti-Money Laundering Laws.
3. VSI shall cause its directors, officers, employees, subcontractors, and agents (the "Representatives"), its Affiliates (current or future) and its Affiliates' Representatives, to comply at all times with the obligations under this article VSI.
4. VSI shall make its own and its Affiliates' books, and accounting records relating to the provision(s) of services or goods under this Agreement, available to Pernod Ricard for inspection and / or auditing from time to time at Pernod Ricard's request.
5. Should Pernod Ricard determine in good faith or have good reasons to suspect that VSI, its Affiliates, group companies, sub-contractors, agents, or representatives are engaging, or have engaged in a conduct that violates the applicable Anti-Bribery and Anti-Money Laundering Laws and regulation, or may place either Party at risk of liability under the same, including the breach of any representation herein, Pernod Ricard shall have the right, to unilaterally and immediately suspend or terminate this Agreement without any compensation.

10) **DISPUTE RESOLUTION & GOVERNING LAW**
Any dispute or difference of any kind whatsoever arising out of or in connection with the Agreement between the parties the same shall be referred to a sole Arbitrator in terms of the Arbitration and Conciliation Act, 1996 and the place of Arbitration shall be at New Delhi. The Courts in New Delhi shall have exclusive jurisdiction for purpose of this Agreement.

SEAL OF THE VASANTDADA SUGAR INSTITUTE PUNE

Vasantdada Sugar Institute PTR No.F-3728 (MUMBAI)



Principal
Vasantdada Sugar Institute
Manjari (Bk.), Tal. Haveli,
Dist. Pune - 412 307

**12) FORCE MAJEURE**

Neither party shall be liable for any failure or delay in fulfilling the terms of this Agreement due to fire, strike, war, civil unrest, terrorist action, government regulations, and acts of nature or other causes which are unavoidable and beyond the reasonable control of the party claiming force majeure.

**For and on behalf of Pernod Ricard India Pvt. Ltd.**

**Name:** Gagandeep Sethi
**Title:** Senior Vice President

**For Vasantdada Sugar Institute**

**Name:** Sambhaji Kadupatil
**Title:** Director General

Vasantdada Sugar Institute PTR No. - 3329 (MUMBAI) Manjari (Bk.) 412 307

Principal
Vasantdada Sugar Institute
Manjari (Bk.), Tal. Haveli,
Dist. Pune - 412 307

SEAL OF THE VASANTDADA SUGAR INSTITUTE, PUNE