



BABA MASTNATH UNIVERSITY

Asthal Bohar, Rohtak, NH-10, NCR, Haryana-124021(India)

Established under Haryana Private Universities Act, 2006

Recognized by the UGC vide Letter No: F.8-14/2012 (CPP-1/PU) Dated 05-01-2016

Ref. No: BMU/.....

Date: 13-05-2024

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (hereinafter "this MoU") is made and entered into, as of this 13th day of May of 2024,

BETWEEN

Growmycrop, a company incorporated under the Companies Act, 1956 and having its registered office at Sonipat Rd, near RPS School, Village Bhalot, Rohtak, Haryana 124021 represented herein by **Mrs. Suresh, Principle Cultivator** duly authorized by the Company (hereinafter referred to as the "Industry Partner", which expression shall, unless repugnant to the context or meaning thereof, include its successors-in-interest, legal representatives and permitted assigns), as First Party

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Baba Mastnath University, Asthal Bohar, is a private self-financing University established in 2012 under the Haryana Private Universities Act 2006. (hereinafter referred as "BMU" represented by Dr. Manoj Kumar, Registrar, BMU which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns): as Second Party.

Growmycrop and BMU (hereinafter be collectively referred to as the "Parties" and individually as the "Party").

I. OBJECTIVE

The objective of the MoU is to enter into an Industry-Academia Partnership which will facilitate On-Job-Training (OJT), lecture form the industry experts, collaborative workshops and seminars, Field/ Industry visits and internship outside the curriculum for **B.Sc. Agriculture (Hons.), B.Sc. Medical/ Life Sciences, M.Sc. Botany, M.Sc. Biotech.** offered by BMU through its **Faculty of Sciences and other programmes** with the Industry Partner.

Industry Partner Profile: Grow my crop is a platform which offers organic mini farms. Divided between multiple mini-farms, one can choose the vegetables for different seasons as per the seasonal calendar and their farming team takes care of growing them organically, without any chemical-intensive methods. One can then pick up the vegetables from the farm themselves, or the organization can deliver them to the customer's home for a small additional cost.

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The purpose is also to facilitate and create a pool of qualified job-ready skilled resources, which will meet the industry-specific requirements by getting into a joint dual training model for the programme being undertaken by the BMU with the Industry Partner to execute the Skilling Oriented Programme. Students will be awarded the Certificate/Diploma/Degree only after successful completion of both theoretical and practical training content of the programme with both stake holders.

II. DEFINITIONS AND INTERPRETATION

Unless the context otherwise requires or unless otherwise defined or provided for herein, the capitalized terms used in this MOU shall have the following meanings:

- **Batch:**
Minimum number of students to be enrolled to start the programme, not exceeding the maximum number of students required in a particular year
- **Detailed Project Report (DPR):**
A comprehensive document with the complete curriculum content and methodology of conducting training by both the parties, approved by the BMU Board of Studies and the Skill Council
- **Industry Mentor:**
Nominated representative of the Industry responsible for ensuring that the OJT is carried out by the Industry as per curriculum, laid down in DPR
- **MSDE:**
Ministry of Skill Development and Entrepreneurship is a central Ministry and is responsible for co-ordination of all Skill Development efforts across the Country, removal of disconnect between demand and supply of skilled manpower, building the vocational and technical training framework, skill up-gradation, building of new skills, and innovative thinking (not only for existing jobs)
- **Nodal Officer:**
Nominated person from the Industry Partner who will be the single point of contact between the Industry Partner and BMU.
- **NOS:**
The National Occupational Standards (NOS) specify the standard of performance an individual must achieve when carrying out a function in the workplace, together with the knowledge and understanding they need to meet a standard consistently





- **NSQF:**

National Skill Qualification Framework is a competency-based framework that organizes qualifications according to a series of knowledge, skills, and aptitude. It is a framework defined by MSDE for all skill-based training in the country.

- **On-Job Training (OJT):**

“Industry Integrated Dual Training Model” where the student is trained on Industry related processes at the industry location by the Industry trainer as per the pre-approved curriculum

- **OJT Curriculum:**

Training curriculum prepared by BMU in consultation with the Industry, based on the job role of the Industry, the skill level, type of programme and laid down parameters of NSQF under the MSDE, and guidelines laid down by BMU.

- **Programme Coordinator:**

Nominated person from BMU who shall be responsible for the overall management of the programme as well as coordination with Industry Partner for OJT, except day-to-day monitoring.

- **QP**

Qualification Pack is a set of NOS aligned to every job role in each Industry sector.

- **Skill Instructor:**

Nominated trainer from BMU responsible for monitoring the daily OJT schedule at the Industry Partner’s location and providing feedback as per the laid down frequency.

- **Student**

A person who has been enrolled in BMU as per University norms

- **Training**

Theoretical and Practical (to be conducted in skill lab/class room, shop floor/office premise), non-technical (to be conducted in classrooms of BMU, Industry Partner).

III. RESPONSIBILITY

A. Joint responsibilities of the Signing Parties:

1. **BMU and the Industry Partner** will jointly work out the modalities of the student selection process at the campus, before finalizing the merit list. A joint orientation programme on the scope of work in the OJT, facilitated by BMU and preferably with Industry Partner Representative(s), shall be carried out for the new students and their parents/guardians.
2. **The theoretical curriculum** for the programme shall be created by BMU as per the job role-based inputs of the Industry Partner. Scope and duration of OJT shall be specified by the Industry





Partner and concurred by BMU as per NSQF levels of MSDE and UGC guidelines on credit requirement. This must ensure multiple entry or exit of students for Diploma/Degree programme.

3. **Broad curriculum** (theory and OJT processes) as per the job role for the duration of the programme shall be defined before the commencement of the programme. Detailed Project Report (DPR) may be finalised by BMU after concurrence with the Industry Partner and shared after required approvals of BMU within 1 month of signing the MoU.
4. **Industry Partner** will support the conduct of OJT training at their location, as per the processes defined for the job roles, to meet the desired learning outcomes. However, BMU will provide a nominated Skill Instructor to monitor the conduct of OJT, with the approval of the Industry Partner.
5. BMU will nominate a Skill Instructor to monitor daily OJT at the Industry Partner's location, while the Industry Partner will nominate a suitable Industry Mentor who will ensure that the OJT is carried out as defined for each semester/job role. Both parties will follow the mutually agreed monitoring and feedback mechanism to report the progress/performance of the students.
6. BMU and the Industry Partner jointly agree to commence between 02-10 trainees and support in successful completion of the programme, with the agreed number of students. Any modifications to the programme modalities, such as commencement of new batches, programme duration, etc., shall be intimated by the Industry Partner at least 06 months prior to the commencement of a new academic year at BMU.
7. The Industry Partner and BMU will create a list of mutually agreed Mini Projects at the scale of one per 02 students, as a substitute, where OJT cannot be conducted for the students due to either delay by the Industry Partner or unavoidable medical reasons of students or Industry-related problems. Such projects will be executed under the guidance of the Skill Instructor of BMU and supported by the Industry Mentor. However, for cases where students have been found unsuitable by the industry due to severe shortfall in attendance or indiscipline after adequate counselling by BMU, the projects will be defined and executed at the BMU location.

B. Responsibility of the Industry Parties:

1. Shall share the basic qualitative requirements (education criteria, job role, special skills required, if any, etc.) for a particular programme as per the basic academic qualification set by BMU for admission to the programme.
2. Shall also assist BMU in the conduct of orientation and counselling for students and their parents/guardian on the scope of work during OJT.





3. Shall carry out personal interviews of the selected students (if required) in consultation with BMU. However, students once selected, must not be rejected prior to the completion OJT except due to poor performance or indiscipline, only after consultation with BMU.
4. Shall specify the minimum and maximum batch strength of students at least 06 months prior to the commencement of the programme, if changes are required.
5. Shall nominate a Nodal officer who shall be the single point of contact between the Industry Partner and BMU.
6. Shall nominate an Industry Mentor to coordinate all activities and ensure the smooth conduct of the OJT during the programme. He/she will also support BMU in daily/weekly monitoring of the OJT attendance and activities as per approved processes and support them in carrying out the required Industry level internal assessment of the students on the OJT curriculum, as per shared guidelines of BMU, to ensure the overall assessment and final award of degree by BMU.
7. Shall comply with the required statutory regulations necessary as per the regulator and as decided by the Joint Curriculum Development Committee, as per BMU norms and guidelines.
8. Shall ensure that students are not to be treated as its employees for any reason whatsoever.
9. Shall provide all basic administrative amenities including medical aid, as and when required, to all students and observe health and safety standards to ensure the safety of students undergoing OJT.
10. Any disciplinary issue during the OJT shall be immediately intimated to the BMU Skill Instructor and the Programme Coordinator of BMU for taking up the issue with the BMU Administration.
11. During the OJT period, there shall be a stipend of INR 3,000 per month per student. The same shall be payable directly to the students by the Industry Partner with an intimation to BMU post payment of stipend to students. Any variation of more than 10% in the required attendance by any student in each month shall be intimated by the Industry Partner to BMU for necessary administrative action.
12. Shall strive to provide placement opportunities to well-deserving students who have undergone OJT in the Industry, as per Industry policies. In case of non-suitability of students for employment, required mid-semester and end-semester feedback may be shared with BMU as per the approved form.
13. Shall ensure that the students are put on OJT in morning/afternoon shifts only. Students may be put on OJT in night shift only after consultation with BMU, not exceeding more than 33% of the

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Signature

OJT training hours of the semester. Any deviation in the same shall only be done after prior consent from BMU.

14. Shall provide the requisite kits, uniform, PPE (if required, as per Industry policy), and facilities for ensuring OJT, at their own cost.
15. Shall endeavour to provide orientation to Industry personnel/trainers involved in execution of the OJT programme.
16. Shall provide OJT preferably from Monday to Saturday, with a weekly off on Sunday throughout the period of the OJT. Any variation to this shall be intimated to BMU. In addition, students may be given relaxation in the schedule as per Industry Partner/BMU norms for academic activities in the calendar year.
17. Shall make all efforts to provide a short-term Faculty Development Programme (FDP) to the academic team of BMU on important Industry processes on subjects relevant for OJT, wherever required.
18. Shall permit the BMU instructional team to visit the Industry premises to monitor the OJT after taking prior concurrence of the Industry.
19. Shall reimburse or meet the travel and stay expenses of students when sent outside the place of OJT as per their policy.
20. Shall ensure that the OJT of all running batches are completed before termination of this MoU.
21. The Industry Partner shall provide an experience letter to the students for the period of OJT performed.

C. Responsibility of BMU

1. All qualifying criteria of the admission process, such as the written exam, shall be ensured/conducted by BMU. The personal interview (if required by Industry Partner) for student selection shall be conducted in consultation with the Industry Partner. However, discretion of BMU shall be final.
2. Shall be responsible to maintain the minimum and maximum batch size given by the Industry and shall update the student list which can be shared with the Industry Partner prior to the OJT.
3. Shall conduct a detailed orientation programme for the shortlisted students and their parents/guardians on the OJT process, with the support of the Industry. An undertaking to this effect should be taken from the students or their parents/guardian prior to the commencement of the OJT.





4. Shall appoint a dedicated Programme Coordinator to lead the programme from the.
5. Shall also nominate a suitable Skill Instructor with adequate Industry/corporate experience for the conduct of OJT at the Industry premises, which shall be intimated to the Industry.
6. Shall facilitate the visit of students to labs in engineering/technical institutions, field visits, and associate colleges, wherever required as per the curriculum, for advanced knowledge of new technology, with intimation to the Industry in case of OJT.
7. Shall maintain the profile of all students, issue photo identity cards, and shall ensure that students wear the uniform of the Industry while undergoing OJT in the Industry premises, wherever applicable.
8. Shall carry out the required internal (theory and OJT with the support of Industry) and external assessment and certification of the theoretical component of each semester. A detailed assessment schedule/evaluation date sheet and process with weightages will also be shared with the Industry Partner for the OJT component of the programme.
9. Shall carry out daily supervision of the OJT training of students through the nominated Skill Instructor, with Industry support and ensure that feedback is shared with the Programme Coordinator as per the laid down mechanism.
10. Shall frame Rules and Regulations to regulate the conduct and discipline of the students and shall take appropriate action wherever required.
11. Shall ensure a minimum of 75% attendance (working days) in theoretical classes in BMU and 90% attendance (working days) during the OJT.
12. Shall be responsible to issue necessary warnings to students defaulting and take necessary administrative action on defaulting students.
13. Shall issue the required caution (first default), followed by warning letter (second default) to the students and the parents/guardians in case of default on attendance, performance parameters or any other disciplinary matter as per BMU norms and/or as intimated by the Industry, during the OJT.
14. Shall not be liable to pay the Industry for the expenses incurred during the OJT (including infrastructure, OJT trainer cost, basic amenities, administrative expenses, etc).

IV. ELIGIBILITY

1. Any prospective student seeking admission to B.Sc. Agriculture (Hons.), B.Sc. Medical/ Life Science, M.Sc. (Botany), M.Sc. Biotech and other UG/PG programs at the time of OJT. He/she





must be minimum class 12 pass-out for B.Sc. Agriculture/B.Sc. Medical & Life Sciences, Graduate/Bachelors for seek admission in PG programs in Botany/Biotech (as per programme pre-qualification criteria). He/she must satisfy the standards of physical fitness as prescribed by the BMU/Industry Partner.

V. CONFIDENTIALITY

1. Confidential information means all information that is deemed or treated as confidential or proprietary by each Party which the recipient of the information knows or ought to reasonably know to be confidential or proprietary including any information related to the students. The confidential information of each Party shall be provided to the other Party to the extent necessary for the performance of this MOU. Each Party recognizes and acknowledges the competitive value and confidential nature of the confidential information and the damage that may result to the other Party, if the information contained therein is disclosed to any third party. Accordingly, each Party hereby agrees that it shall use the confidential information and all other data solely for the purposes of this MOU and that it shall not, at any time during or any time after the completion, expiry or termination of this MOU disclose the same to any third party, without the other Party's prior written consent. Additionally, each Party shall protect the other Party's confidential information with reasonable effort using the same standard of care that applies to its own confidential information of similar nature.
2. Confidential information shall not include, and the obligations provided hereunder shall not apply to information that is required to be disclosed by any Law or Order of a Court of competent jurisdiction, Government Department, Agency or Supervisory or Regulatory Authority to whose rules the other Party is subject, provided that prior to such disclosure the other Party shall consult the disclosing Party as to the proposed form, nature and purpose of the disclosure, to the extent feasible or, prior to disclosure by a Party, was (i) already publicly available; (ii) received by the other Party from a third party without restriction; or (iii) independently developed by the Party; and after disclosure by a Party, (a) becomes publicly available through no wrongful act of the other Party; (b) is disclosed without restriction to the other Party by a third party who is not in breach of an obligation of confidence owed to the Party.

VI. INTELLECTUAL PROPERTY RIGHTS

1. BMU shall have proprietary rights in relation to the programme material developed during the OJT. BMU shall have all the rights to use the curricula and programme material so developed. However, the Industry Partner can also use the programme material for its training programme within the Industry Partner. The Industry Partner shall not claim any right over these documents.





X. SETTLEMENT, DISPUTE RESOLUTION AND JURISDICTION

1. Any differences or disputes arise between the parties shall in the first instant be resolved amicably & mutually by the parties.
 2. Any dispute arising or breach of any clause under this MoU, which could not be amicably settled, shall be referred to the sole arbitrator appointed with the mutual consent of both the Parties for arbitration and the decisions of Arbitrator shall be final and binding on both the parties.
 3. If the Parties herein failed to appoint Sole Arbitrator with mutual consent, then there shall be three Arbitrators, each Party shall appoint one Arbitrator, and the two appointed Arbitrators shall appoint the third Arbitrator who shall act as the Presiding Arbitrator and decision of the Arbitration shall be binding on both the Parties. The Language of Arbitration shall be in English. Any payment to the Arbitrator shall be paid by both the parties equally.
 4. This MoU shall be governed by the Indian Laws and subject to the either jurisdiction of Courts of Gurugram or Palwal.
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XI. Term of MoU

1. MoU shall remain in force until three years or completion of the last commenced batch or termination of MoU by either Party (whichever is later) from the date of signing. Both the parties may extend the MoU further based on mutually agreeable terms.
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XII. Amendment

Any term or terms of this MoU may be amended/modified or changed in writing with mutual consent of both the parties.

XIII. MISCELLANEOUS

1. **Assignment:** The Industry Partner shall not be entitled to assign this MoU to any third party.
2. **Relationship of the Parties:** The Parties agree and acknowledge that the relationship of the Parties of the nature of independent contractors. Nothing in this MoU shall be construed to create a Partnership, joint venture or employer-employee relationship between the Parties. Neither Party is or shall act as the other's Agent, Partner, Employee, or Representative or claim any rights whatsoever.





3. **Severability:**

In case any one or more of the provisions contained in this MoU shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this MoU, and this MoU shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Any invalid or unenforceable provision of this MoU shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision/provisions.

4. **Cost:**

Each Party shall bear its own cost disbursement charges and expenses incurred in and about the negotiation, preparation and execution of this MoU and any other document executed in connection with this MoU.

5. **Notices:**

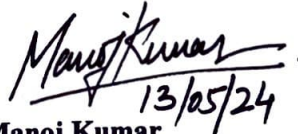
All notices, requests and other communications under this MoU shall be in writing, in English Language. Any notice or information/document or communication under this MoU shall be served upon either Party hereto only by email or courier or by registered post or delivered by hand or through facsimile transmission. The notice or demand to be served on the Party at its address below or at any other address or number which each Party may exchange from time to time in writing.

6. This MoU has been executed in two original copies of which the parties have taken one each.

7. **Witness whereof**, the parties have agreed to the above terms and conditions and offered signatures herein:



Mrs. Suresh Singh 13/05/2024
Principle Cultivator
Growmycrop



Dr. Manoj Kumar
Registrar
Baba Mastnath University
Asthal Bohar, Rohtak
Haryana – 124021


Witnesses:



Witness 1:

- Name: Dr. KIRPA RAM
- Designation: Asst. Prof.
- Organisation: BMU
- Signature: (signed)

Witness 2:

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- Name: M.L. BATRA
 - Designation: Dy. Registrar
 - Organisation: BMU
 - Signature: (signed)