

**MEMORANDUM OF UNDERSTANDING**

**A Memorandum of Understanding (MoU) on "International Conference Collaboration" as Academic Partner, Between Universal Society of Food and Nutrition (USFN), Chennai and Vasant Kanya Mahavidyalaya (VKM), Varanasi**

This Binding Memorandum of Understanding (hereinafter "Memorandum" or "MoU") dated 07<sup>th</sup> September by and between:

- 1) **Universal Society of Food and Nutrition (USFN)** with a registered address at Chennai, Tamil Nadu (herein referred to as "**Disclosing Party**")
- 2) **Vasant Kanya Mahavidyalaya (VKM), Varanasi**, (herein referred to as "**Receiving Party**").

**WHEREAS**

- A. Universal Society of Food and Nutrition (USFN) is a non-profitable professional association, meant for organizing scientific conferences, webinars, workshops, faculty development programmes, research & development for improving the quality of education in the field of food, science & technology.
- B. Vasant Kanya Mahavidyalaya (VKM) is a leading College in Varanasi, Uttar Pradesh (admitted to the privileges of Banaras Hindu University, Varanasi)
- C. Both the parties are interested in working together in connection with the purpose which is described in this Memorandum.
- D. This Memorandum sets out the initial relationship between the Parties as well as the respective rights and responsibilities of each party.
- E. Each Party respectively is expected to act in good faith in accordance with this Memorandum.

Signature-USFN

Principal

Signature- Vasant Kanya Mahavidyalaya  
Kamachha, Varanasi

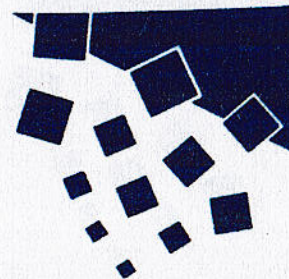
info@usfn.net

www.usfn.net

(+91) 93455 31807







NOW THEREFORE IN CONSIDERATION OF the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

## 1) PROJECT AND PURPOSE

1.1) "Purpose" of this MoU is to establish a framework for International Conference collaboration between Universal Society of Food and Nutrition (USFN) and Vasant Kanya Mahavidyalaya (VKM) as an **Academic Partner** for organizing the "5<sup>th</sup> International Conference on Food and Nutrition" on 16<sup>th</sup> & 17<sup>th</sup>, November 2022 at Kuala Lumpur, Malaysia

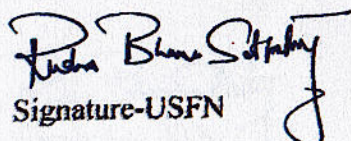
## 1.2) "Project"

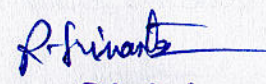
<b>Title of the Conference</b>	: 5 <sup>th</sup> International Conference on Food and Nutrition
<b>Date</b>	: 16 <sup>th</sup> & 17 <sup>th</sup> , November, 2022
<b>Mode</b>	: Virtual mode




## 1.3) Services / Benefits to Vasant Kanya Mahavidyalaya (VKM) by Universal Society of Food and Nutrition (USFN)

### Promotional Opportunities

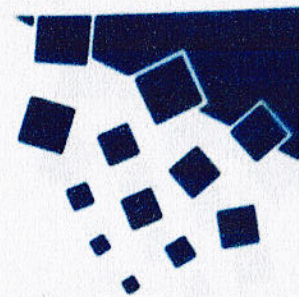
1. Promotion of Vasant Kanya Mahavidyalaya (VKM) College name, logos in conference website, proceedings, social media posts and digital marketing forums.
2. Exposure of the Vasant Kanya Mahavidyalaya (VKM) college name in the International Conference and the College name & logo will be added in all the conference notifications.
3. Vasant Kanya Mahavidyalaya (VKM) college promotional materials will be added inside conference proceedings book.
4. Welcome message of the patron or any high authority will be listed in the proceeding book and conference website.

  
Signature-USFN

  
Principal  
Signature- Vasant Kanya Mahavidyalaya  
Kamachha, Varanasi

info@usfn.net   
www.usfn.net   
www.02455-21007 





### Academic Opportunities

5. Discounts for all the presenters from the partnering university.
6. Opportunity for university representatives to review abstracts and full papers and get certified.
7. Publication assistance in SCOPUS, ESCI, WoS Indexed Journals.
8. Complementary registration for the best paper with 1 Year USFN Premium Membership.
9. Concession for USFN Next edition conference

### Professional Opportunities

1. Opportunity for being an Organizing Committee Member, Scientific Committee Member, Reviewer (Based on the Profile)
2. Opportunity for Plenary Speakers & Invited Speakers (Based on the profile)
3. Opportunity for being a session chair and to serve on the evaluation panel of the conference
4. Opportunity to file nomination for USFN – Awards Category

### 1.4) Registration fees include:

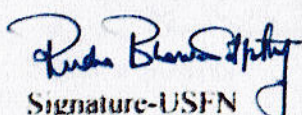
- Conference Proceedings with ISBN (Title & Abstract).
- Certificate for conference (One Author per registration).
- Registration fee doesn't include the article processing fee for publication.

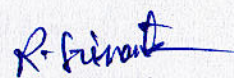
### Listeners:

- Listener Certificate

### 1.5) Responsibility by Vasant Kanya Mahavidyalaya (VKM):


- Promote the event in Vasant Kanya Mahavidyalaya (VKM) website and forums.
- Welcome message video/message from any higher authority of Vasant Kanya Mahavidyalaya (VKM) for the promotion of the conference on the conference website.

  
Signature-USFN

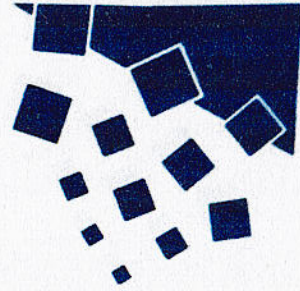
  
Principal  
Vasant Kanya Mahavidyalaya  
Kamachha, Varanasi

info@usfn.net 

www.usfn.net 

(+91) 92155 21007 





- Publicity of the conference in India and Partnering universities
- Intimating all students and faculties of the college via issuing a circular in the Vasant Kanya Mahavidyalaya (VKM) and encouraging everyone to participate.
- Inducting Committee Members from Vasant Kanya Mahavidyalaya (VKM)
- Conference Awareness in PR/Media (Pre-Conference and Post Conference).
- Marketing in Local Universities and notify their communities about the event.

## 2) BINDING

(a) The Parties hereby acknowledge and agree that:

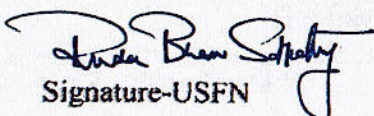
- The terms of this Memorandum are intended to be legally binding on the Parties hereto organize the 5<sup>th</sup> International Conference on Food and Nutrition, in Kuala Lumpur, Malaysia and Vasant Kanya Mahavidyalaya (VKM) as an Academic Partner


## 3) CHANGES TO MEMORANDUM

- 3.1) This Memorandum may be amended at any time by agreement between the Parties.
- 3.2) Any changes to this Memorandum must be made in writing and signed by the Parties.


## 4) GENERAL OBLIGATIONS

- 4.1) Notwithstanding the non-binding nature of this Memorandum, the Parties will act in good faith and will use their best endeavours to achieve the Purpose and to give effect to the terms of this Memorandum.
- 4.2) The Parties hereby acknowledge and agree that they will each respectively perform all acts and execute all documents as reasonably required in order to give effect to the terms of this Memorandum.
- 4.3) Each Party agrees to cooperate in the spirit of mutual understanding and goodwill in order to develop the Parties' relationships with one another and in order to pursue the Purpose.

  
Signature-USFN

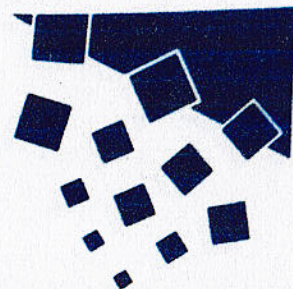
  
Principal  
Signature, Vasant Kanya Mahavidyalaya  
Kamachha, Varanasi

info@usfn.net 

www.usfn.net 

bc. 011 22455 21007 

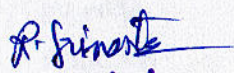




## 5) CONFIDENTIALITY

- 5.1) The Parties each hereby acknowledge and agree that in connection with this Memorandum, they may have access to information that is confidential and/or commercially valuable to one or more of the other Parties ("Confidential Information").
- 5.2) The Parties each hereby acknowledge and agree that they may be both the receiving party in relation to some Confidential Information ("Receiving Party"), and the disclosing party in relation to some other Confidential Information ("Disclosing Party") and that the terms of this Memorandum may apply to a Party as both a Receiving Party and as a Disclosing Party, as the context so provides.
- 5.3) For the purpose of this Memorandum, Confidential Information may include but is not limited to:
- a) information of whatever nature relating to the Project or to another Party (whether relating to the Project or otherwise);
  - b) any information derived from any other information which falls within this definition of Confidential Information; and
  - c) any copy of any Confidential Information, but does not include information which:
    - i. was known or in possession of the Receiving Party before it was provided to the Receiving Party by the Disclosing Party, provided that it was known or in the possession of the Receiving Party through legal means, and not as a result of any breach of this Memorandum or any other agreement or obligation relating to confidentiality (whether or not the Receiving Party was a Party to such other agreement or obligation);
    - ii. is, or becomes, publicly available, through no fault of the Receiving Party;
    - iii. is provided to the Receiving Party without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure;
    - iv. is provided to the Receiving Party by the Disclosing Party and is marked "Non Confidential", or

  
Signature-USFN

  
Signature- Vasant Kanya Mahavidyalaya  
Vasant Kanya Mahavidyalaya  
Kamachha, Varanasi

info@usfn.net

www.usfn.net



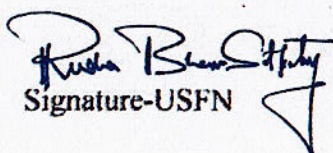


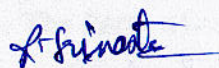



- v. is required by law or regulation to be disclosed, but in the event that this exception applies, it applies only to the absolute minimum necessary and provided that the Disclosing Party is first consulted to establish whether and if so how far it is possible to prevent or restrict such enforced disclosure.
- d) In relation to any Confidential Information:
- i. the Receiving Party shall keep the Confidential Information confidential and secret.
  - ii. The Receiving Party shall only use the Confidential Information for the purpose of working in good faith on the Project in accordance with this Memorandum.
  - iii. The receiving Party shall not release the Confidential Information to any other party, unless that other party is an advisor who is under a duty of confidentiality, is assisting with the Project, and needs to have the Confidential Information in order to assist with the Project.
- e) If there is any doubt as to whether any particular information constitutes Confidential Information, the receiving party should presume it is Confidential Information, until the receiving party obtains explicit confirmation from the Disclosing party that it is not Confidential Information.
- f) Each Party's respective obligations of confidentiality under this clause will survive the termination or expiration of this Memorandum and will continue after that Party ceases to participate in the Project.


## 6) TIMING AND DURATION OF PROJECT

- 6.1) This Memorandum will commence on the date of the signing of this MoU.
- 6.2) This Memorandum will remain in effect until the completion of the project, or unless and until otherwise terminated by the Parties.
- 6.3) The Parties may terminate this Memorandum by mutual agreement.
- 6.4) Either Party may terminate this Memorandum by providing 1 month notice in writing to the other Party.

  
Signature-USFN

  
Principal  
Vasant Kanya Mahavidyalaya  
Signature- Vasant Kanya Mahavidyalaya  
Kamachini, Varanasi

info@usfn.net 

www.usfn.net 

(+91) 02455 21007 





## 7) CONSEQUENCES OF TERMINATION

(a) In the event that this Memorandum is terminated:

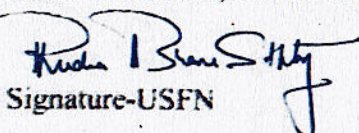
- i) Neither Party will, under this Memorandum, incur any financial liability to the other Party; and
- ii) Notwithstanding the preceding sub-clause hereof, either Party may incur liability towards the other Party in connection with matters outside of this Memorandum, which may include but are not limited to liability in relation to breach of contract, tort, or equity.
- iii) In the event that a Party ("Receiving Party") is in possession of any equipment, materials, documents, intellectual property, data or other information ("Items") that are the property of the other Party ("Disclosing Party"), then the Receiving Party must promptly return all items to the Disclosing Party, or destroy any Items if directed to do so by the Disclosing Party; and

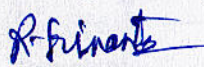
## 8) COSTS


Unless otherwise expressly provided in writing, each Party is responsible for its own costs of complying with this Memorandum and in connection with the performance of its obligations under this Memorandum.


## 9) FORCE MAJEURE

If and to the extent that a Party's performance of any of its obligations under this MoU, hindered or delayed by fire, flood, earthquake, elements of nature or acts of God, Pandemic, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or any other similar cause beyond the reasonable control of such Party (each, a "Force Majeure Event"), and such non performance, hindrance or delay could not have been prevented by reasonable precautions, then the non-performing, hindered or delayed Party will be excused for such non-performance, hindrance or delay, as applicable, of those obligations effected by the Force Majeure Event for as long as such Force Majeure Event continues and such Party continues to use its best efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means. The Party whose performance is prevented,

  
Signature-USFN

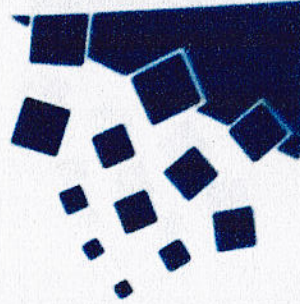
  
Signature- Vasant Kanya Mahavidyalaya  
Kamachha, Varanasi

info@usfn.net 

www.usfn.net 

01 22455 21007 





hindered or delayed by a Force Majeure Event will immediately notify the other Parties of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event.

If the Force Majeure Event continues for a continuous period exceeding 30 (thirty) days, the Parties shall mutually agree on the future course of action. However, despite all efforts made by the Parties in good faith, if the Force Majeure Event continues for a period of 90 (ninety) days, either of the Parties shall have the right to terminate this MoU by giving the other Parties notice of termination on writing.

**10) INDEMNITY**

Each Party ("Indemnifying Party") hereby agrees to indemnify and hold the other Party harmless from all the damages, costs, attorney's fees or other losses arising out of or relating to:

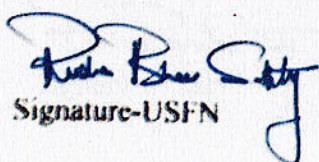
- a) breach of this MoU by the Indemnifying Party;
- b) breach of any representation or warranty by the Indemnifying Party.

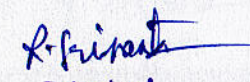
**11) SEVERABILITY**


If any provision of 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 any other provision thereof, 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 that is valid and enforceable and most nearly gives effect to the original intent of the invalid/unenforceable provision


**12) ENTIRE AGREEMENT**

This MoU constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings duties or obligations between the Parties with respect to the subject matter hereof.

  
Signature-USFN

  
Principal  
Signature of Kamachha Mahavidyalaya  
Kamachha, Varanasi

info@usfn.net 

www.usfn.net 

(0522) 22455 21003 





**13) NO OTHER RIGHTS GUARANTEED**

Nothing in this MoU is intended to grant any rights under any patent, copyright or other intellectual property rights of any Party in favour of the other, nor shall this MoU be construed to grant any Party any rights in or to the other Party's Confidential Information, except the limited right to use such Confidential Information in connection with the Project under this MoU.

**14) AMENDMENTS**

Any change, alteration, amendment, or modification to this MoU must be in writing and signed by authorized representatives of both Parties.

**15) DISPUTE RESOLUTION**


(a) Any dispute(s) arising out of this MoU shall, as far as possible, be settled amicably between the Disclosing Party and Receiving Party.


**16) SIGNATURES**

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

  
Signature-USFN

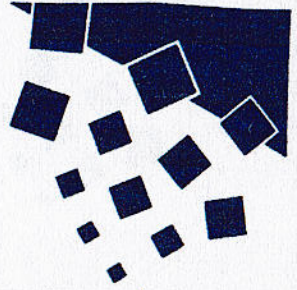
  
Principal  
Signature- Vasant Kanya Mahavidyalaya  
Kamachha, Varanasi

info@usfn.net 

www.usfn.net 

+91 92455 01007 

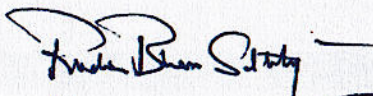




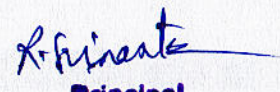
### Signing Official Information


Name of Institute: Vasant Kanya Mahavidyalaya (VKM), Varanasi  
Partner Name: Prof. Rachna Srivastava  
Position: Principal and Professor  
Address: Vasant Kanya Mahavidyalaya, Kamachha, Varanasi-221010  
Telephone: +91-9454329315  
E-mail: vkmdgree.college@gmail.com  
Date: 09/09/2022


Name of Professional Association: Universal Society of Food and Nutrition (USFN)  
Partner Name: Mr. Rudra Bhanu Satpathy  
Position: CEO  
Address: Universal Society of Food and Nutrition (USFN), A unit of Technoarete Group,  
Chennai, India  
Telephone: 044-49589038  
E-mail: info@usfn.net

  
Signature-USFN



  
Principal  
Signature-Vasant Kanya Mahavidyalaya  
Kamachha, Varanasi

info@usfn.net 

www.usfn.net 

+91 9454329315 