

MEMORANDUM OF UNDERSTANDING

between

The Province of Manitoba of Canada (hereinafter referred to as "Manitoba"), acting through its authorized representative, namely the Manitoba Food Development Centre (hereinafter referred to as "mFDC")

and

The Government of Haryana of India (hereinafter referred to as "Haryana"), acting through its authorized representative, namely the Haryana State Industrial & Infrastructure Development Corporation Limited (hereinafter referred to as "HSIIDC")

to collaborate in establishing a Food Development Centre in Haryana.

The individual participants identified above are hereinafter jointly referred to as "Participants" in this Memorandum of Understanding ("MOU"),

WHEREAS the Participants intend to strengthen their ties and develop relations for the mutual benefit in agriculture, food processing, education and related industries through technology transfers, exchange programs and other methods of engagement;

THEREFORE as a first step in facilitating co-operation, HSIIDC and mFDC will jointly work towards the development of a food development centre in Haryana, (the "Project")

PURPOSE

- The purpose of this MOU is to foster bilateral co-operation between the Participants in development of a food development centre in Haryana.

IMPLEMENTATION

- The Participants will, initially, focus their co-operative efforts by:
 - i. Assisting in the identification of a proposed location for a food development centre to compliment the activities of a Mega Food Park;
 - ii. Assisting in the identification of the range of services to be provided at the food development centre;
 - iii. Participating in the development of details regarding the level, scale and quality of services to be delivered, including the kind of expert resources to be committed to the Project; and
 - iv. Participating in defining ownership, funding and operating models for the Project.

- Outputs from the above activities will form the basis of a formal agreement to be developed and signed between HSIIDC and mFDC to jointly develop a Food Development Centre in Haryana.

LIMITATIONS

- This MOU does not create any contractual, financial or other legal obligations for the Participants.
- Neither Participant intends to be responsible for the actions of third parties or associates who may be involved in the activities described in this MOU.

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- The Participants intend that the agreement signed by them will include clauses that protect their intellectual property rights and conform with the respective state and national laws, rules and regulations of the Participants.
- The Participants, through this MOU, have reached an understanding that any financial, technical or intellectual property right issues that arise will be addressed by separate contracts between mFDC and Haryana.

CONFIDENTIALITY

- The Participants agree to abide by the restrictions imposed by one another with respect to observing the confidential nature of the information, documents and materials received by, or supplied to one another during the term or any extension of this MOU.
- Both Participants accept that the restrictions imposed with respect to confidentiality will continue to apply notwithstanding the termination of this MOU.

SETTLEMENT OF DISPUTES

- It is the intent of the Participants that any differences or disputes between the Participants arising out of the interpretation, implementation or application of any of the paragraphs of this MOU will be settled amicably through mutual consultation negotiations between the Participants, without reference to any third party or international tribunal.

NOTICES

- Any notice or other communication under this MOU will be in writing and will be sent by facsimile transmission as follows:

<p>To Manitoba: Dr. Barry Todd Deputy Minister, Manitoba Agriculture, Food and Rural Initiatives Room 159 – 450 Broadway Winnipeg, MB R3C 0V8 Phone (204) 945-3734 Fax (204) 948-2095</p>	<p>To Haryana: Mr. Rajeev Arora Managing Director Haryana State Industrial & Infrastructure Development Corp. Ltd C-13 & 14, Sector 6, Panchkula-134 109 Haryana, India Phone 91 (172) 2590324 Fax 91 (172) 2590352</p>
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- Points of contact for notice or other communication may be changed by providing written notice of the new contact to the other Participant.

DURATION AND ENTRY INTO EFFECT

- This MOU will come into effect on the date it is signed by both Participants and will remain in effect for a period of one (1) year from that date.
- The MOU can be renewed for an additional year by mutual written consent of the Participants.
- The MOU may be amended with the mutual written consent of the Participants. Any such amendments will come into effect on the date determined by the Participants.
- Each Participant may terminate this MOU at any time upon providing thirty (30) days prior written notice to the other Participant.
- This MOU has been brought into effect by the duly authorized representatives of each Participant on the date noted below:

Signed in Delhi, India, this 12 day of May, 2010, in duplicate, each being equally valid.

For the Government of Manitoba

For the Government of Haryana

[Original Signed by]

[Original Signed by]

On behalf of Honourable Stan Struthers,
 Minister Manitoba Agriculture, Food and
 Rural Initiatives

Mr. Rajeev Arora, Managing Director
 Haryana State Industrial & Infrastructure
 Development Corp. Ltd

[Original Signed by]

[Original Signed by]

Witness

Dr. Barry Todd, Deputy Minister,
 Manitoba Agriculture, Food and Rural
 Initiatives

Witness

Mr. Manoj Pal Singh, Deputy General Manager
 Haryana State Industrial & Infrastructure
 Development Corp. Ltd.