

MoUs signed between AAU & other
Institutions for approval

ANAND AGRICULTURAL UNIVERSITY

ANAND – 388 110

Read : Minutes of 57th Meeting of Board of Management held on 16.01.2023 vide item No. 57.22

NOTIFICATION

It is hereby notified to all concerned that the 57th Meeting of Board of Management held on 16.01.2023 vide item No. 57.22 has resolved as under:

"It is resolved that Board of Management accord *post-facto* approval of the two renewed and one new MoUs as mentioned below in the field of research and education signed by Anand Agricultural University as recommended by 14th Agricultural Research Council vide item No. 14.13."

Sr. No.	Name of organization	Main Area
1.	Gujarat Industries Power Company Limited (GIPCL), Vadodara (Annexure-A (1)) (Renewed)	1 MW Solar power project
2.	Central Potato Research Institute(CPRI), Shimla (Annexure-A(2)) (Renewed)	Collaborative research on potato
3.	Amul Dairy, Anand (Annexure-A(3)) (New)	Transfer of Bio NPK-Liquid Biofertilizer Technology

NO. AAU / DR / T-3 / 8238 / 2023

Date: 31 / 1 / 2023

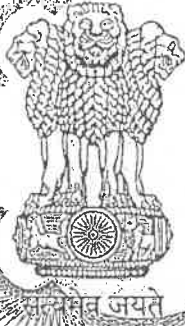
Director of Research &
Dean P.G.Studies

Copy F.W.Cs. to:

1. All Members of Board of Management of this University.
2. All Members of Agricultural Research Council of this University.
3. All Officers of this University.
4. All Deans of this University.
5. All Unit / Sub Unit Officers of this University.
6. Registrar, Anand Agricultural University, Anand in response to vernacular letter જા.જાં. આકૃષ્ટ્ય/૨જી/એકે(મીટીંગ)/૧૩૨/૯૦૩૪-૯૦૪૪/૨૦૨૩, તા.૨૩.૦૧.૨૦૨૩. Moreover 20 copies of Notification are enclosed herewith for needful action.

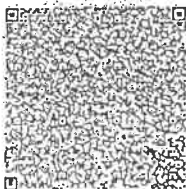
Copy to:

1. PS to Hon'ble Vice Chancellor, Anand Agricultural University, Anand
2. All Branches of this Section.
3. S.O. File.
4. Concerned Scientist of AAU for information and necessary action.



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Certificate of Stamp Duty

Certificate No. IN-GJ2343044441680T
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Unique Doc. Reference SUBIN-GJGJ1325881178582690253411T
Purchased by SHARIF KHAN
Description of Document Article 5(h) Agreement (not otherwise provided for)
Description MEMORANDUM OF UNDERSTANDING
Consideration Price (Rs.) 0
(Zero)
First Party GIPCL
Second Party AAJU
Stamp Duty Paid By GIPCL
Stamp Duty Amount (Rs.) 300
(Three Hundred only)



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Statutory Alert:

- 1 The authenticity of this Stamp certificate should be verified at 'www.shclstamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
- 2 The onus of checking the legitimacy is on the users of the certificate.

Memorandum of Understanding

Memorandum of Understanding between Gujarat Industries Power Company Limited (GIPCL) and Anand Agricultural University (AAU) for providing expert services regarding agriculture crops/fodder in setting up of 1 MW Grid Connected Distributed Solar PV Pilot Project at Village: Amrol Dist: Anand – Gujarat

Gujarat Industries Power Company Limited, (CIN - L99999GJ1985PLC007868) a company incorporated under the Company's Act 1956 having its registered office at P.O. Petrochemicals, Dist.Vadodara-391 346 (hereinafter referred to as "GIPCL", which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the First Party.

and

Anand Agricultural University, established under Gujarat Agricultural Universities Act, 2004 (Gujarat Act No.5 of 2004), having its registered office at AAU Campus, Anand, Gujarat (hereinafter referred to as "AAU" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns), of the Second Party.

AAU and GIPCL are hereinafter referred to individually as the "The Party" and collectively as "The Parties"

WHEREAS the GR No.SLR-11-2015-15-B dated 24th June, 2015 Government of Gujarat (GoG) has sanctioned one (01) project in Central Gujarat i.e. 01 MW Distributed Solar Power Plant to Gujarat Energy Development Agency (GEDA) & Gujarat Industries Power Company Limited (GIPCL) and directed to finalize collaboration with Agricultural University for providing expert services regarding agriculture crops in Distributed Solar PV Pilot project.

AND WHEREAS 1 MW Solar Pilot Project (hereinafter referred to as "The Project") would be set up on the land available with Implementing Agency (i.e. GIPCL) in GEDA Premises at Village Amrol, Taluka: Anklav, Dist: Anand.

1. Brief Details about the Project:

1 MW Distributed Solar PV Pilot Project is being set up on surplus land available at GEDA's "Mahatma Gandhi Institute for Integrated Rural Energy" located at Village: Amrol, Taluka: Anklav, Dist: Anand. The site is located at 18 km from GIPCL, Vadodara Plant in Vadodara and around 30 km from Anand Agricultural University Campus.

- Technology: Solar PV Multi-crystalline Solar cells.
- Total Area of Project: 2.3 Hectares.
- Total clear area for cultivation / agriculture experiments: Approx. 1.5 Hectares.
- No. of Solar Arrays: 180, No. of Rows: 18
- Distance between two arrays: 10 meters.

2. Objective:

The main objective of setting up 1 MW Distributed Solar PV Pilot Project on Agriculture Govt. Waste / Gaucher land is to experiment, research and demonstrate production of various crops / fodder / other agro products in available area of 1 MW Solar Power Project including area under Solar PV Panels. The Study will focus on the effect of



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shadow of panels on growth / yield of crops under panel compared to control area, reuse of water used for cleaning of panels for irrigation etc.

3. Roles and Responsibilities:

For this Pilot Project, following roles & responsibilities are defined for GIPCL (Implementing Agency) and Anand Agricultural University (AAU).

3.1 For Implementing Agency (GIPCL)

- a. To set up 1 MW Solar PV Plant at Amrol, Tal: Anklav, Dist: Anand.
- b. Necessary finance for the project will be raised by Implementing Agency (IA) and/or would seek assistance from the Government of Gujarat.
- c. Grid Connectivity of 11 KV voltage would be obtained from Madhya Gujarat Viji Company Limited (MGVCL) by IA by entering into Power Purchase Agreement (PPA) with MGVCL for sale of power as per the GoG GR mentioned herein above.
- d. Operation and Maintenance of plant for the prescribed life time of the Twenty-five (25) Years.
- e. To set up complete infrastructure for micro/drip irrigation for agriculture within Solar Project.
- f. To arrange for soil / water testing report.
- g. To arrange all the required machinery, equipments, tools etc required for agriculture.
- h. To arrange seeds, fertilizers, pesticides and other consumables necessary for farming.
- i. To arrange local farmers/ laborers for carrying out farming operations.

3.2 For Anand Agricultural University (AAU):

- a. Advice for preparation of land for agriculture / treatment etc.
- b. Providing guidance for Specification / Design of Irrigation network / pumping capacity / other relevant infrastructure for irrigation.
- c. Advice on procurement of machinery, equipment, tools, weed blankets necessary for farming.
- d. To provide expert advice on selection of various crops for various seasons of Rabi / Kharif etc.
- e. Advice on selection, purchase and application of seeds, fertilizers, pesticides for different crops under experiments.
- f. Periodic visit to Solar Plant Site and monitor progress and corrective action wherever required.



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- g. Expert advice on application schedule of fertilizers, pesticides, watering, etc
- h. Supervision of Agricultural research activities at Solar Project.
- i. Advices on sale of agriculture produce so that model can be on self-sustainable mode on a longer run.
- j. Data Collection related to crop yield and comparison with normal farming data of similar crops in control area. AAU shall prepare comprehensive report based on data, authentication and submit to GoG/GIPCL.

4 Budgetary Provision:

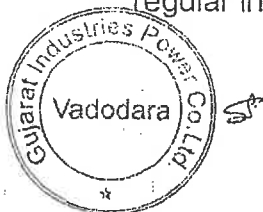
Sr. No.	Budget Provision	Expenditure (Rs.) per year	Total Expenditure for the Project (Five years) in Rs.
1	Contingency Charges including T.A, Fuel Charges, Stationary Charges and other Miscellaneous Expenditures	1,00,000/-	5,00,000/-
2	One Research Fellow @ Rs.25000/- per month	3,00,000/-	15,00,000/-
3	Institutional Charges @ 10% of above (1+2)	40,000/-	2,00,000/-
	Total	4,40,000/-	22,00,000/-

Terms and Conditions:

1. Nodal officer of the project will be free to use the money for the project for purchase of recurring and non-recurring items for strengthening the research activities as per the need during the project and even after completion of the project, without requirement of consent of GIPCL.
2. Agricultural Research Activities related to project will be supervised by above mentioned Research Fellow during the project at project site.
3. Payment of the Budgetary Provision as mentioned at Sr. No. 4, for the project will be made in favour of the Comptroller, Anand Agricultural University, Anand by A/c.Payee, at Par payable Cheque / Demand Draft, and sent to the Director of Research, Anand Agricultural University (AAU), Anand.

5 Effective Date & Validity:

- a) This MoU shall come into force on the date of signing by the Parties, for all purposes and intents and shall remain in force for a period of at least five (05) years. (FY: 2021-22, 2022-23, 2023-24, 2024-25 and 2025-26)
- b) After the expiry of validity period, the MoU may be further extended for a period as mutually agreed by the parties with the provision to review intermittently or at regular interval.



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6. Confidentiality:

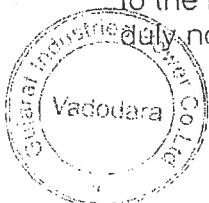
- 6.1 The parties, to the extent of their respective rights to do so, shall exchange such technical information and data as is reasonably required of each party to perform its responsibilities under this MoU. Each party agrees to keep in confidence and to use the same degree of care as it uses with respect to its own proprietary data to prevent the disclosure to third parties of all technical information, data and confidential business information (hereinafter called "Data").
- 6.2 Data exchanged by the Parties under this MoU shall not be used for any other purpose, except the purpose set out under this MoU.
- 6.3 Exchange, use and maintaining confidentiality of data shall be mutually discussed and agreed to by the Parties.
- 6.4 The preceding provisions of confidentiality and restriction on use of data shall not apply to:
- a) Information in the public domain or information which subsequently enters into public domain without committing breach of this Article.
 - b) Information in possession of the party at the time of disclosure and which was not acquired, directly or indirectly from the other party.
 - c) Information which a party is required to disclose under law, rules or regulations to any judicial or other authorities.
 - d) Consultants / Advisors (from Government or Non-government agencies from India and abroad), provided they in turn sign a similar undertaking of confidentiality.

7. Settlement of Disputes and Arbitration:

- 7.1 Any matter which is not stipulated herein as well as any disagreement between the parties shall be amicably resolved by the Parties based on mutual discussions within the spirit of this MoU. If, designated officials from both parties resolve the issue then it would be approved from the competent authority.
- 7.2 If, not resolved, then a Committee of Vice Chancellor, AAU and Managing Director, GIPCL would take final decision on the issue which would be binding to both parties.
- 7.3 Except as expressly set out in Clause 6.0 (Confidentiality) which shall survive the termination of this MoU as set out therein, the rights and obligations of the parties under this MoU shall not be legally binding after the termination of this MoU.

8. Notices:

Any notice to be given under this MoU shall be in writing and shall be deemed to have been duly and properly served upon the Parties hereto if delivered by Post or Hand Delivery against acknowledgement or by any electronic means or facsimile, addressed to the Parties herein at the following addresses or such changed addresses as will be duly notified by the Parties from time to time.



A handwritten signature in black ink, appearing to be "K. Singh".

ADDRESS

To AAU

Director of Research & Dean P.G. Studies
Anand Agricultural University,
University Bhavan,
Anand- 388 110 Gujarat
Tele-Fax: 02692-263600
Email ID: dr@aau.in

To GIPCL

Chief General Manager (RE & BO)
Gujarat Industries Power Company Limited
P.O. Petrochemicals,
Dist.: Vadodara 391 346.
Telephone No: 0265- 2230185
Fax No.: 0265-2230029
Email ID: snpurohit@gipcl.com


9. Termination of MoU:

This MoU shall stand terminated....

- (i) If project is not commissioned within the stipulated time limit, which is mutually agreed by both the parties then, by consent of both the parties, the MoU shall be terminated.
- (ii) Once the project is commissioned, the MoU shall not be terminated for at least minimum five (05) years unless otherwise there is a force majeure.
- (iii) In case of a force majeure, either party shall give a written notice of not less than One (01) month expressing inability to continue with the project.


IN WITNESS THE WHERE OF THE PARTIES HERE TO HAVE SIGNED THIS MOU ON
5th DAY OF JANUARY, 2022 AT ANAND W.E. 30th day of October, 2020 mentioned
herein before

For and on behalf of
Anand Agricultural University


(M. K. JHALRA)
Authorized Signatory

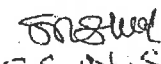


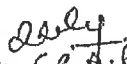
For and on behalf of
Gujarat Industries Power Co. Ltd.


(S.N.Purohit) - CGM (RE&BO)
Authorized Signatory



WITNESS:


1. 
CS. N. Shah
ADR - ARI

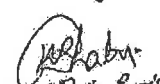
2. 
(R.H. Purohit)
ASO. Res. Sec.
DOR. AAU, Anand

(Note: MoU shall be executed after taking approval from concerned competent authorities of Vadodara to respective parties)

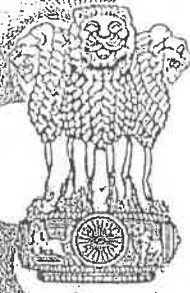


WITNESS:

1. 
R.S. Goyal GM (RE&B)

2. 
K.R. Chhatrapati
Sr. Mgr (RE&B)

Annexure-A (2)



सत्यमेव जयते

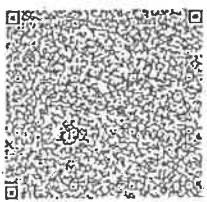
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Purchased by MUKESHBHAI PRABHUBHAI PATEL
Description of Document Article 5(h) Agreement (not otherwise provided for)
Description FOR MOD
Consideration Price (Rs.) 0
(Zero)
First Party DIRECTOR ICAR CPRI SHIMLA
Second Party DIRECTOR OF RESEARCH AAU ANAND
Stamp Duty Paid By DIRECTOR OF RESEARCH AAU ANAND
Stamp Duty Amount (Rs.) 300
(Three Hundred only)

Office of the Director
of Research A.A.U., Anand.

26 OCT 2021

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- The onus of checking the legitimacy is on the users of the certificate

Date - 22-10-2017

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered.

BETWEEN

Indian Council of Agricultural Research, a Society (ICAR) registered in India under the Registration of Societies Act (Act XXI of 1860) and having represented by Director of its constituent laboratory at Central Potato Research Institute, Shimla - 171001, HP (hereinafter called ICAR (CPRI), which expression shall where the context so admits include its successors and permitted assigns) of the one part.

AND

Anand Agricultural University (AAU) established and incorporated by Gujarat Act No. 5 of 2004 (Gujarat Agricultural Universities Act, 2004) having its registered office at Anand 388110, Gujarat, India (hereinafter called "AAU, Anand" which expression shall include its successors in interest/business and permitted assigns) of the other part

PREAMBLE

- ❖ WHEREAS, ICAR at its constituent institute namely Central Potato Research Institute (ICAR-CPRI), Shimla-171001, HP is a premier institute in the country engaged in research on potato having well-equipped laboratories with the most modern scientific instruments/excellent physical & technical facility for doing research on potato and has built up credibility in the area of virus free seed, biotechnology including transgenics etc.
- ❖ WHEREAS, AAU, Anand has a mission to achieve excellence in research, education and extension programmes in agriculture and allied fields. It has set its goals to provide quality education to undertake excellent research and to develop effective transfer of technologies. The university is committed to forage ties with other institutes/universities in the country and abroad involved in developing quality manpower and research collaborations.
- ❖ Therefore, ICAR-CPRI and AAU have recognized complementary strengths of each organization and inspired by their common objective of developing Indian potato varieties suitable for table and processing purposes, agree as herein contained, on per terms & condition of this agreement.

Now, therefore in consideration of the premises and mutual covenants hereinafter contained, the parties hereto entered into the agreement and agreed as follows:

निदेशक / Director
भाकृअनुप - केन्द्रीय आलू अनुसंधान संस्थान
ICAR - Central Potato Research Institute
शिमला / Shimla - 171001 (H.P.)



[Handwritten Signature]

1. SCOPE OF THE AGREEMENT

Both parties have decided to undertake collaborative work on:

- 1.1 Evaluation of advanced potato hybrids already developed by ICAR-CPRI in Middle Gujarat agro-climatic condition.
- 1.2 Evaluation and selection of advanced clones for release as varieties in Middle Gujarat agro-climatic regions.

2. MONETARY AND OTHER LIBILITIES

- 2.1 In implementing this AGREEMENT, each party will be guided by the availability of resource, including financial resources, for any of research activities to be conducted as per mutually agreed terms. Expenses incurred under this collaborative work will be financed in accordance with the supplements of this Agreement approved by both the parties. Depending upon the nature of the work. The laboratory and the field work will be carried out in either the Party of the first Part or the Party of the Second Part.

3. RESPONSIBILITIES OF ICAR-CPRI


ICAR-CPRI will undertake the following activities:

- 3.1 Supply advanced hybrids (G-5 onwards) for evaluation in Middle Gujarat Agro-climatic condition.
- 3.2 Provide know-how for evaluation of potato hybrids.

4. RESPONSIBILITIES OF AAU, ANAND

AAU, Anand will undertake following responsibilities:

- 4.1 Supply the meteorological data pertaining to all six Districts of Middle Gujarat before the creation of new Districts.
- 4.2 Develop and provide a weight age score of potato varieties for export & processing traits.
- 4.3 Evaluation of advanced hybrids supplied by ICAR-CPRI. Selected hybrids will be further evaluated for identifying a promising hybrid.
- 4.4 Supply tuber material of the most promising hybrids maintained in disease-free conditions to ICAR-CPRI if required.


निदेशक / Director
भाकूअनुप - केन्द्रीय आलू अनुसंधान संस्थान
ICAR - Central Potato Research Institute
शिमला / Shimla - 171001 (H.P.)



5. OBLIGATION OF THE PARTIES

Both the parties agree that:


- 5.1 The promising hybrids developed under this programme will be jointly recommended for Middle Gujarat condition. Names of all such varieties will be mutually decided which will be prefixed with Kufri to maintain uniformity.
- 5.2 Yield evaluation data generated by AAU, Anand for Middle Gujarat condition will be submitted to AICRP (P) for compilation and recommendation in the AICRP (P) group meetings.
- 5.3 Production and supply of Breeders seed of these varieties will be done by ICAR-CPRI on demand and as per the rates fixed by the Ministry of Agriculture and Farmers Welfare, Govt. of India.

6. STAFF & REVIEW

- 6.1 ICAR-CPRI & AAU, Anand may provide the name of any members of their staff to work out the practical details of cooperation between the two organizations and to ensure proper and effective implementation of this agreement.
- 6.2 Normally the Head, Division of Crop Improvement & Seed Technology, ICAR-CPRI, Shimla will look after this work on behalf of ICAR-CPRI. Unit Officer, Agriculture & Horticulture Research Station, AAU, Khambholaj will look after the work on behalf of the Director of Research, AAU, Anand.
- 6.3 The memorandum of understanding shall be supplemented by annual work plans to be developed jointly by the parties, which describe more specifically the activities to be carried out each year under the cooperative programme. The work plans may originate from either party but will require approval in writing of both the parties for implementation.

7. INTELLECTUAL PROPERTY RIGHT ISSUES

- 7.1 For implementation of the programme authorities will work out a mutually agreed annual work plan in advance for each other.
- 7.2 Due recognition of contributions made by ICAR-CPRI/ AAU, Anand in collaborative work will be given wherever required in variety developed, publications including research papers, brochures, bulletins, annual reports etc.
- 7.3 The INTELLECTUAL PROPERTY RIGHTS (IPRs) generated under this WORK shall be jointly owned by ICAR-CPRI and AAU, Anand on the basis of the extent of contributions by the scientists of each party and expenses for obtaining and maintaining the IPR, shall be borne equally by both the parties.


निदेशक / Director
भाकूअनुप - केन्द्रीय आलू अनुसंधान संस्थान
ICAR - Central Potato Research Institute
शिमला / Shimla - 171001 (H.P.)



7.4 Breeder's right if any will be enjoyed by both the parties in accordance with ICAR guidelines.

8. FORCE MAJEURE

8.1 Neither party shall be held responsible for non-fulfilment of their respective obligations under the agreement due to the exigency of one, or more of the force majeure events such as but not limited to Acts of God, War, Flood, Earthquakes, Strikes, Lockouts, Epidemics, Riots, Civil Commotion etc. provided on the occurrence and cessation of such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the 'force majeure' conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

9. EFFECTIVE DATE, DURATION & TERMINATION OF AGREEMENT

- 9.1 This agreement shall be effective from the date of signing and shall remain in force for the period of 5 years (Five) from the said date.
- 9.2 The agreement shall terminate on the expiry of the period as in clause 9.1 unless extended by both parties.
- 9.3 The parties of this agreement may, by mutual constant add, modify, amend, or delete any word phrases, sentences or articles of this agreement.
- 9.4 This agreement shall be effective until either party serves notice on the other of its intention to terminate, it, in which event, the agreement shall stand terminated at the end of three calendar months from the date of issue of such notice.

10. CONFIDENTIALITY

10.1 During the tenure of the agreement and five years thereafter, both ICAR-CPRI and AAU, Anand undertake on their behalf and on behalf of their employees/representative/associate to maintain strict confidentiality and prevent disclosure thereof, all the experiments, information and data exchanged/generated pertaining to the work under this agreement for any purposes other than in accordance with this agreement. Both the parties, however, retain the right to use the R&D results generated during the WORK for its own R&D programmes without any obligations to the other party.

11. ARBITRATION

11.1 Except as hereinbefore provided, in the event of any dispute or differences relating to the interpretation and application of the provisions of the agreement, such dispute or difference shall be referred to an arbitrator appointed by

निदेशक / Director
भाकृअनुप - केन्द्रीय आलू अनुसंधान संस्थान
ICAR - Central Potato Research Institute
शिमला / Shimla - 171001 (H.P.)



Director General, ICAR, New Delhi. The venue of arbitration shall be at New Delhi and the arbitration proceedings shall take place under the provision of Indian Arbitration Act, 1998. The finding of the so appointed arbitrator shall be final and binding on both the parties.

12. SEAL OF PARTIES

12.1 THIS AGREEMENT has been executed in two original ones; one of these has been retained by ICAR-CPRI and the other by AAU, Anand.

In witness whereof the parties hereto have signed this agreement on the 29th day of September, 2021 w.e.f 7th day of May, 2020 mentioned herein before.

For and on behalf of AAU, Anand
Signature

Name: Dr. M.K. Jhala
Designation: Director of Research

Seal



For and on behalf of ICAR-CPRI
Signature

Name: Dr. N.K. Pandey
Designation: Director

Seal

निदेशक / Director
भाकृअनुप - केन्द्रीय आलू अनुसंधान संस्थान
ICAR - Central Potato Research Institute
शिमला / Shimla - 171001 (H.P.)

Witnesses (Name and address)

1. Signature

Name: Dr. B. N. Satodiya
Designation: Unit Officer
Agri. & Horticulture Research Station,
AAU, Khambholaj

2. Signature

Name: Dr. M. P. Patel
Designation: Asstt. Research Scientist
Agri. & Horticulture Research Station,
AAU, Khambholaj

Witnesses (Name & address)

1. Signature

Name: Dr. Vinay Bhardwaj
Designation: Principal Scientist

2. Signature

Name: Dr. Salej Sood
Designation: Scientist (SS)

Annexure-A (3)



सत्यमेव जयते

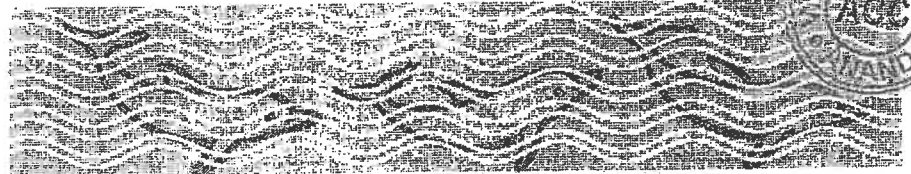
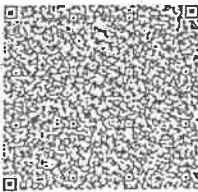
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(Zero)
First Party ANAND AGRICULTURAL UNIVERSITY
Second Party
Stamp Duty Paid By सत्यमेव जयते
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(Three Hundred only)

₹300



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MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MoU) is made on this 9th day of May month, Two Thousand and Twenty Two By AND BETWEEN Anand Agricultural University established and incorporated by Gujarat Act No.5 of 2004 (Gujarat Agricultural University Act 2004) having its registered office at Anand-388110 hereinafter referred to as "AAU, Anand" the ONE PARTY.

AND

Kaira District Co-Operative Milk Producers' Union Ltd., Anand (Amul Dairy), a co-operative society registered under Gujarat Co-operative Societies Act 1961, having its registered office address at Amul Dairy Road, Anand 388001, Ta. & District Anand, Gujarat as the OTHER PARTY.


WHEREAS Amul Dairy, Anand being desirous of commercializing and transferring to end users, Bio NPK-Liquid Biofertilizer Technology developed by Department of Agricultural Microbiology, B.A. College of Agriculture, AAU, Anand from the date of signing this MoU by the Anand Agricultural University on non exclusive basis.

This Memorandum of Understanding (MoU) defines the role and responsibilities of the participating agencies, monitoring and other matters related to commercializing Bio NPK Liquid biofertilizer Technology (As per published in Indian Patent Journal, No.50/2014, 12/12/2014) to end user and transferring Technology to Amul Dairy, Anand from AAU, Anand. The training will be provided by the Dept of Microbiology, AAU, Anand to persons nominated by Amul Dairy, Anand.

NOW THE PARTIES HERE TO AGREE AS FOLLOWS:

1.0 Role of Amul Dairy, Anand

1.1 To act as an ethical business partner in commercializing and transferring to end user, Bio NPK-Liquid biofertilizer Technology from AAU, Anand to Amul Dairy, Anand.



- 1.2 The technology commercialization for subsequent transfer to end user would also involve scientific, technical and other professional advice to be provided to Amul Dairy, Anand purely on the basis of available expert knowledge. Amul Dairy, Anand has to ensure that the skills which its employees learn from AAU as a part of technology transfer cannot be transferred to any third party.
- 1.3 The technology commercialization for subsequent transfer to end user will involve minimal use of AAU machines/instruments. The concerned scientist(s) will help in identifying the various vendors/suppliers for various machines and instruments to be purchased by Amul Dairy, Anand. However, there is no binding on Amul Dairy, Anand to buy from the same vendor(s)/supplier(s) but it should confirm to the specifications as laid down by the concerned scientist(s).
- 1.4 To allow AAU, Anand to check the status of technology commercialization and transfer to end user from time to time.
- 1.5 To pay the entire technology commercialization fee Rs. 15 lakhs+ all applicable GOI/GOG taxes *etc.* to the AAU, Anand on the day of signing MoU by DD/Cheque in favour of AAU BPD Revolving Fund Account payable at Anand. The Cheque/DD should be of nationalized bank only. The technology transfer fee once paid will not be refunded even if Amul Dairy, Anand decides to drop the technology commercialization assignment at any time before its completion.
- 1.6 The number of visits of concerned scientist from AAU to Amul Dairy, Anand would be once in two months only at Amul Dairy, Anand request. Amul Dairy, Anand will provide transport vehicle and local hospitality. Amul Dairy, Anand persons can visit AAU to get guidance from time to time. If Amul Dairy, Anand desires for additional visits of AAU Scientist, then the same should be conveyed to the University at least one week in advance. Such visits will be on mutual consent.



2.0 Role of AAU Anand

2.1 To provide detailed production technology (with set up process) of Bio NPK-Liquid biofertilizer Technology for *Azotobacter*, *Azospirillum*, Phosphate/Potash Solubilizer (*Bacillus spp.*) with effective consortia Mother Cultures through its Department of Agricultural Microbiology.

2.1.1 To provide all consortia Mother Cultures free of cost as and when required by Amul Dairy, Anand.

2.1.2 The efficiency characters of the cultures covered under FCO need to be specified in FCO- Fertilizer Control Order.

2.1.2.1 The Production technology for producing Bio NPK-Liquid Biofertilizer should be as per FCO specifications for the said cultures.

2.1.2.2 To provide technical support for FCO specifications as per the Present requirement.

3.0 Duration of MoU

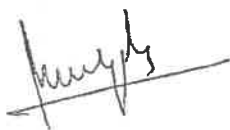
This MoU will remain in force for a period of one year from the date of signing by both the parties and can be extended for another one year by mutual consent of both the parties but is not mandatory.

4.0 Secrecy

It is hereby agreed that no data/information/cultures or skills which the staff of Amul Dairy, Anand learn from AAU, Anand shall be transferred to any third party.

5.0 Fees

The fees for the present transfer of technology under this MoU will be Rs. 15.00 lakhs+all applicable GOI/GOG taxes etc.



6.0 Arbitration

In the event of any question, dispute, difference arising what so ever between the parties to this agreement in execution of the agreement or otherwise, shall be referred to an arbitrator to be appointed by mutual consent of both the parties herein. If the parties do not agree on the appointment of arbitrator within a period of two months from the notification by the one party to the other of existence of such dispute, then the arbitrator shall be appointed by AAU, Anand.

7.0 Transfer of Technology

7.1 The technology will be commercialized for transfer to end user on non exclusive basis.

Further, transferring the technology to any third party other than MoU party by Amul Dairy, Anand is not allowed. Any act of such subsequent transfer of Bio NPK-Liquid Bio fertilizer technology by Amul Dairy, Anand, will account to breach of trust.

7.2 Methodology will be shared with operation and maintenance (O&M) operator and training their technocrats, O&M operator and Amul Dairy, Anand will have to assure for confidentiality of methods of production and cultures by undertaking on legal stamp for safety of both the organizations.

8.0 AAU Brand Name

Amul Dairy, Anand has to mention a line of credit "A technology by AAU, Anand" forever on the packing of the product manufactured with the technology commercialized under this agreement and to be sold in the market.

9.0 Training

Three technicians / technocrats who will be involved in the production process at Amul Dairy, Anand will be trained at AAU Biofertilizer Laboratory at Department of Microbiology, BACA, AAU, Anand for maximum of 20 days including Sundays and holidays during University official working hours. Food and accommodation would be provided on nominal charges.



10.0 Certifications

Acquiring environment and safety as well as other certifications, as per FCO like production, storage and selling licenses for Bio-NPK fertilizers will be the responsibility of the Amul Dairy, Anand.

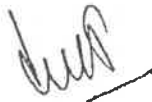
11.0 Quality

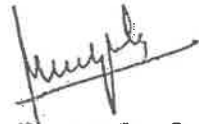
The other party has to maintain the quality of the product manufactured as per the FCO norms 1985 and amended till date. If the product does not adhere to the specified quality, it cannot be marketed.

12.0 Governing Law

This agreement shall be governed by the law of India in force and no amendment can be made in this MoU without the mutual agreement of both the Parties. IN WITNESS the parties here to have signed, sealed and delivered this agreement on this 9th day of Month May and year Two Thousand and Twenty Two.


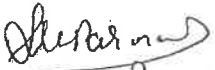
Signature:


Managing Director
Amul Dairy, Anand




Director of Research & Dean PG
Studies

Anand Agricultural University
Anand

Witnesses

- 
Chetan Chhabra,
- 
(Sagar Parmar)

Witnesses

- 
Dr. Gautam R. Patel
- 
(R.V. Vyas)

