

MoU with Gujarat Industries
Power Company Limited
(GIPCL), Vadodara

ANAND AGRICULTURAL UNIVERSITY

ANAND - 388 110

Read: Resolution of 39th Meeting of Board of Management held on
15.10.2015 vide item No.39.16

NOTIFICATION

It is hereby notified to all concerned that the 39th Meeting of Board of Management held on 15.10.2015 vide item No. 39.16 has resolved as under:

"It is resolved that BoM approves the MoU to be signed with Gujarat Industries Power Company Limited (GIPCL), Vadodara (As per Annexure) for its implementation in AAU, Anand."

NO. AAU / DR / T-3 / 8040 / 2015
Date: 23.11.2015

D. K. Kulkarni
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 / Associate Deans of this University.
5. All Unit / Sub Unit Officers of this University.
6. Registrar, Anand Agricultural University, Anand in response to his letter
જા.નં.આકૃયુ/રજિ/એકે(મીટીંગ)/(૧૧૪)/૧૩૭૦-૧૩૭૬/૨૦૧૫, તા.:૦૨.૧૧.૨૦૧૫

Copy to:

1. PS to Vice-Chancellor, Anand Agricultural University, Anand
2. All Branches of this Section.
3. S.O. File.

Annexure
DRAFT MoU

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, 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 "Party" and collectively as "Parties"

WHEREAS the GR no. SLR-11-2015-15-B dated 24th June 2015 Government of Gujarat has sanctioned one(01) project in Central Gujarat i.e 01 MW distributed Solar power plant to 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 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 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 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 MGVL by IA by entering into power purchase agreement with MGVL for sale of power as per GR.
- d. Operation and maintenance of plant for the prescribed life time of the project.
- 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, equipments, 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.
- 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 the company.
2. Agricultural Research Activities related to project will be supervised by above mentioned Research Fellow during the project at project site.
3. Payment (DD) of the project be made in favour of The Comptroller, Anand Agricultural University, Anand and sent to Director of Research, Anand Agricultural University, Anand

5 Effective Date & Validity

- a) This MoU shall come into force as soon as it is signed for all purposes and intents and shall remain in force for a period of at least five (05) years.
- 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.

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 against acknowledgement or by registered mail with acknowledgement due, 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.

ADDRESS:

To AAU

Director of Research & Dean P.G. Studies
Anand Agricultural University,
University Bhavan,
Anand- 388 110 Gujarat

To GIPCL

Deputy General Manager
Gujarat Industries Power Company Limited
P.O. Petrochemicals,
Dist : Vadodara 391 346.
Telephone no : 0265- 2230159.

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 05 years unless otherwise there is a force majeure.
- (iii) In case of a force majeure, either party gives a written notice of not less than 01 month expressing inability to continue with the project.

**IN WITNESS THE WHERE OF THE PARTIES HERE TO HAVE SIGNED THIS MOU
ON _____ DAY OF _____, 2015 AT _____.**

**For and on behalf of
AAU**

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

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Authorized Signatory

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Authorized Signatory

WITNESS:

WITNESS:

1.

1.

2.

2.

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