

తెలంగాణ తెలంగాణ TELANGANA

S.No. 1183 Date: 19/05/2022, Rs.50/-
Sold to : Bhoopathi
S/o D/o W/o : Thagavel
For whom : --ICAR-IIOR-- R/o. Hyd

15 FEB 2022
K. MALLESHA
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#1-3-43, Budvel, Rajendra Nagar, Hyd-30. T.S.
Cell No.9849926167

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

Indian Oilseeds and Produce Export Promotion Council

AND

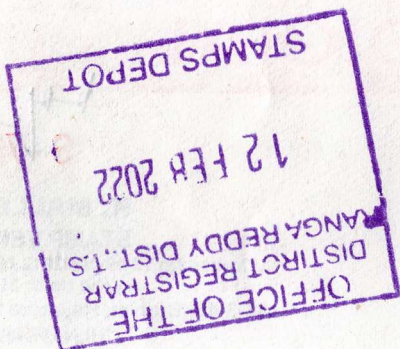
Indian Council of Agricultural Research represented by ICAR-Indian Institute of Oilseeds Research, Hyderabad and Project Coordinator, AICRP Sesame and Niger, Jabalpur.

Party A: Indian Oilseeds and Produce Export Promotion Council (IOPEPC), 78/79, Bajaj Bhavan, Nariman Point, Mumbai-400021, Maharashtra, India

Party B: Indian Council of Agricultural Research represented by ICAR-Indian Institute of Oilseeds Research, Rajendranagar, Hyderabad-500 030 and Project Coordinator, AICRP Sesame and Niger, Jabalpur-482 004.

On the basis of equality and mutual benefit, with the purpose of strengthening cooperation and promoting exchange of information between the Indian Oilseeds and Produce Export Promotion Council (IOPEPC) and Indian Council of Agricultural Research (ICAR-IIOR,

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GOVERNMENT OF TELANGANA

MEMORANDUM OF UNDERSTANDING
BETWEEN
Indian Council of Agricultural Research, Hyderabad and Project Promotion Council

AND

Indian Council of Agricultural Research represented by ICAR-Indian Institute of Agricultural Research Hyderabad and Project Coordinator, AICRP, Hyderabad

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Indian Council of Agricultural Research represented by ICAR-Indian Institute of Agricultural Research Hyderabad and Project Coordinator, AICRP, Hyderabad

ICAR-Indian Institute of Agricultural Research Hyderabad and Project Coordinator, AICRP, Hyderabad

[Handwritten signatures]

Hyderabad and PC Unit (S&N), Jabalpur), the parties have entered into MEMORANDUM OF UNDERSTANDING (hereinafter referred as "MoU"), the provisions of which are as follows:

Article 1: General

1. The two signing parties have entered into MoU to establish long-term cooperation on the basis of equality and mutual benefit.
2. The signing parties have agreed to conduct activities that will benefit in achieving common objectives, vision and relationship between the parties.

Article 2: Common Vision, Mission and objectives

The Parties having discussed common interest and allied activities relating to Oilseeds between the two institutions, have decided to draw the Common Mission, Vision and Objectives as follows:

Vision:

- To achieve Sustainable Development, Enhancing production, yield and quality of Oilseeds under the purview of the parties.

Mission:

- To enable and assist in enhancing area under cultivation of Oilseeds, yield, production and quality through joint concerted efforts.

Objectives:

- Plan and assist in increasing area under cultivation, yield and production of Oilseeds in India by optimizing use of technology and carry out activities jointly at all levels including farm level. Ensure assisting in providing larger quantities of improved quality certified seeds to farmers to enable improve the seed replacement ratio.
- Strengthen the backward and forward linkages in supply-chain of Oilseeds.
- Encourage adoption of Food Safety Principles by trade and industry, engaged in production, storage, transport, and exports of Oilseeds in India. Guidance to farmers on Good Agriculture Practices by distributing literature considering the pesticides which should not be used, conducting demonstrations, popularisation of improved varieties in relevant areas, adoption of newer varieties with better taste (lower oxalic acid), higher lignan, higher oil, lower acid value, etc.in case of sesame seed.
- Recommend policies and programmes to the Government of India which are conducive to the growth of Oilseed Sector.
- Defending interests of Indian Oilseed sector in the world markets

Dr. Sagar *Dr. Sagar*

[Signature]

Article 3: Trade Information and Assistance

1. The parties agree to communicate and meet at regular intervals (3 months) to exchange information on latest developments in production and export of Oilseeds in India and other key oilseed producing countries and with concerned stakeholders twice a year .
2. The parties agree to provide support and assistance to the seminars/conferences convened by any of the parties aimed at achieving the common objectives of the two parties.

Article 4: Term of MoU

This MoU shall enter into force with the signing of both parties, and will be valid for three years and to be renewed automatically if both parties do not have any objection in continuation of the MoU for the next three years. Either party may terminate the MoU by sending written notice to the other party 3 (three) months in advance.

Financial Obligations

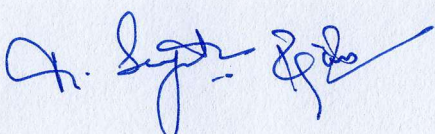
1. No financial commitment from any party will be assumed unless a formal approval/ acceptance to that effect for the works/services has been accorded through signed documents by IOPEPC, Mumbai and ICAR-IIOR, Hyderabad and PC Unit (S&N), Jabalpur.
2. Unless otherwise agreed in writing with a separate agreement signed by both the Parties, both IOPEPC and ICAR-IIOR and PC Unit (S&N) will bear their own costs and expenses

Intellectual Property Rights

1. All Intellectual Property (including but not limited to trade secret, copyrights and patents, etc. if any) of either Party in existence on the effective date shall remain with the property of their respective owner/party. Ownership of any and all Intellectual Property developed or created by or for a Party after the effective date as part of the delivery of the services or performance under this MoU shall be decided on case to case basis depending on the contribution of the Party to develop the same with a separate written agreement signed between the Parties.

Confidentiality and Non-Disclosure

- 1 Any software/hardware material, product specifications, designs, financials, information, documents shall be deemed to be in private domain and it shall not be made public or shared with any other party without the prior written consent of the party which owns it. The material shall be treated as confidential for a minimum



period of two years after this MoU comes to an end or as agreed from time to time in writing.

2. In the event of any of the parties becoming legally compelled to disclose any confidential information, such party shall give sufficient notice to the other party so as to enable the other party to seek a timely protective order or any other as appropriate relief. If such an order or other relief cannot be obtained, the party being required to make such a disclosure shall make the disclosure of the confidential information only to the extent that is legally required of it and no further.

Limitation of liability:

3. Neither Party shall be liable to other party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party that are: (a) of direct, indirect, special, or consequential nature; or (b) any loss of turnover, profits, contracts, business opportunity, or goodwill; or (c) in respect of lost, incorrect, or spoiled data

Assignment:

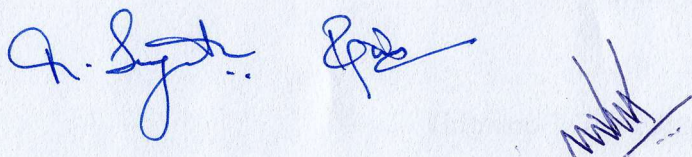
Neither Party shall assign, delegate or otherwise deal with any of its rights or obligation under this MoU.

Force Majeure

Neither party shall be liable to the other for any delay or failure on their part in performing any of their obligations under this agreement, resulting from any cause beyond their control including, but not limited to strikes / lock-outs, fires, floods, earthquakes, explosions, riots, acts of God, acts of Governments, war, enemy action or political changes etc.

Dispute and Resolution

ICAR-IIOR and PC Unit (S&N) and IOPEPC agree and acknowledge that, any disputes/claims arising out of this consent shall be resolved mutually by both the parties. If the Dispute is not resolved by way of negotiations in good faith with in the period prescribed, the parties may agree to settle the dispute by way of arbitration conducted by the sole arbitrator appointed by the competent authority, ICAR, New Delhi and the proceedings shall be held according to the Arbitration and Conciliation Act, 1996. The place of arbitration shall be at New Delhi, India. The language to be used in the arbitration proceedings shall be in English.



Governing Law and Jurisdiction

1. The terms of the consent form shall be governed by Laws of India and courts in Hyderabad shall have sole and exclusive jurisdiction to try, entertain and decide the disputes/claims arising out of this consent.
2. **Modification:**
No modification to this MoU, will be effective unless agreed to in writing and signed by both the Parties.
3. **Indemnification:**
Either party shall keep other party, its affiliates, shareholders, officers, directors, employees, agents, representatives, and customers indemnified and harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) arising out of any claim, suit, action or proceeding (each, an "Action"), for any act(s) and omissions of such party/third party(ies) under any proposal(s) to Prospective client(s) or any resulting contract(s) therefrom or any incidental matter or in any way arising therefrom.

Communication

Any communication or notice or intimation shall be addressed to the Nodal contacts of the respective parties and sent to the registered address of the parties concerned. Such communications/notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by EMAIL/fax with a second copy sent by airmail, registered or certified, postage prepaid with return receipt requested, or by recognized international courier service. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of four (4) days after mailing E-mail correspondence should not be taken as substitute for any official signed hardcopy correspondence in all important documents such as but not limited to financial and performance related documents

Nodal contacts are:

Contact Person for IOPEPC

Name : Mr. Ramesh Kolath

Designation : Deputy C.E.O

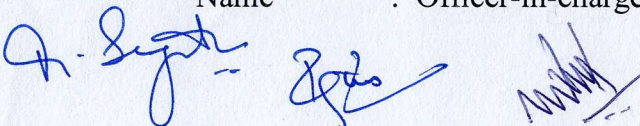
E-mail ID : rameshp_k@yahoo.co.in

Mobile No : +91 9819710597

Office address : Indian Oilseeds and Produce Export Promotion Council
79/79, Bajan Bhawan, Nariman Point,
Mumbai-400021, India

Contact Person for ICAR-IIOR

Name : Officer-in-charge (Dr. T. Boopathi)



Designation : TIC / PME
E-mail ID : tio.iior@icar.gov.in
Mobile No : 8610349385
Telephone No : 040-24598130
Office Address: ICAR-IIOR, Rajendranagar, Hyderabad-500 030
Contact Person for PC Unit (S&N)
Name : Dr. Rajani Bisen
Designation : In-charge PC Unit
E-mail ID : pcunitjabalpur@rediffmail.com
Mobile No : 7987385921
Telephone No : 0761-4030409, 2680254
Office Address: AICRP on Sesame and Niger, JNKVV, Jabalpur-482 004,
Madhya Pradesh

Severability

The invalidity or unenforceability of any provision of this MoU shall not affect the validity or enforceability of any other provision of this MoU that shall continue in full force and effect except for any such invalid and unenforceable provision.

No Partnership

Nothing in this MoU shall be deemed to neither constitute or create an association, trust, partnership or joint venture between the Parties nor constitute either party the agent of the other party for any purpose.

Entire Agreement

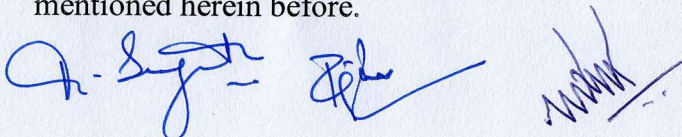
This MoU constitutes the entire Understanding between the Parties. Any and all written or oral agreements, representations or understandings of any kind that may have been made prior to the date hereof shall be deemed to have been superseded by the terms of this MoU.

Headings

The headings shall not limit, alter or affect the meaning of the Clauses headed by them and are solely for the purpose of easy reference.

This MoU has been executed in two originals one of these has been retained by IOPEPC and the other by the ICAR-IIOR and PC Unit (S&N).

In witness whereof, the parties hereto have signed this MoU on the day, month and year mentioned herein before.



PARTIES:

Name and address of the Party A

Name and address of the Party B (1)

Name: Shri Nilesh Vira, Chairman

Name: Dr. M. Sujatha, Director (A)

Address: Indian Oilseeds and Produce
Export Promotion Council, 78/79, Bajaj
Bhawan, Nariman Point, Mumbai-400021

Address: ICAR-Indian Institute of Oilseeds
Research, Rajendranagar, Hyderabad-500
030.

Signature with seal

26/MAY/2022



Signature with seal

डॉ. एम. सुजाता / Dr. M. Sujatha
निदेशक (का.) / Director (A)

भाकअनुप-भारतीय तिलहन अनुसंधान संस्थान
ICAR-Indian Institute of Oilseeds Research
राजेंद्रनगर, हैदराबाद / Rajendranagar, Hyderabad-500030, India

Name and address of the Party B (2)

Name: Dr. Rajani Bisen

Address: In-charge PC Unit, AICRP on
Sesame and Niger, JNKVV, Jabalpur-482
004, Madhya Pradesh

Signature with seal

Witness 1

Shri Rutuparna Dole
Vice Chairman, Indian Oilseeds and Produce
Export Promotion Council, 78/79, Bajaj
Bhawan, Nariman Point, Mumbai 400021

Witness 2

Shri Kishore Tanna
Director and Convenor Groundnut and
Groundnut Oil Panel, Indian Oilseeds and
Produce Export Promotion Council, 78/79,
Bajaj Bhawan, Nariman Point, Mumbai
400021

Witness 1

Dr. A.L. Rathnakumar
Officer-in-charge (PME) and Principal
Scientist (Plant Breeding),
ICAR-Indian Institute of Oilseeds Research,
Hyderabad.

Witness 2

Dr. T. Boopathi
Officer-in-charge (TIC) and Senior Scientist
(Agricultural Entomology),
ICAR-Indian Institute of Oilseeds Research,
Hyderabad.