

Memorandum of Understanding
between
International Crops Research Institute for the Semi-Arid Tropics (ICRISAT)
Patancheru 502 324, Telangana, India
And
Indian Oilseeds & Produce Export Promotion Council (IOPEPC)
Mumbai 400021, Maharashtra, India

The **International Crops Research Institute for the Semi-Arid-Tropics (ICRISAT)**, an International Organization, is headquartered at Patancheru 502 324, Telangana, India with privileges and immunities of the United Nations (Privileges and Immunities) Act, 1947, extended through Extraordinary Gazette Notification No. UI/222(66)/71 dated 28th October 1972, issued by the Ministry of External Affairs, Government of India.

The **Indian Oilseeds & Produce Export Promotion Council (IOPEPC)** is an Export Promotion Council (EPC), recognized by the Ministry of Commerce, Government of India, presently, IOPEPC serves as the common forum for the Indian oilseeds/ vegetable oils exporters, foreign buyers, the Indian Government, R & D agencies for oilseeds and vegetable oils in India, International agencies and many other official bodies and authorities globally and is having office address 78/79, Bajaj Bhavan, Nariman Point, Mumbai 400021, Maharashtra, India.

ICRISAT and IOPEPC are hereinafter referred to individually as “Party” or collectively as “Parties”.

Article 1: General

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

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 the 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 the use of technology and carry out activities jointly at all levels including the 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 the supply chain of Oilseeds.
- Encourage adoption of Food Safety Principles by trade and industry, engaged in the 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, and adoption of newer varieties.
- Recommend policies and programmes to the Government of India which are conducive to the growth of the Oilseed Sector.

Article 3: Trade Information and Assistance

- 3.1 The parties agree to communicate and meet at regular intervals (at least twice a year) to exchange information on the latest developments in the production and export of Oilseeds in India and other key oilseed producing countries and with concerned stakeholders.
- 3.2 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

- 4.1 This MoU shall enter into force with the signing of both parties and will be valid for three years and may be renewed on mutually agreed terms. Either party may terminate the MoU by sending written notice to the other party 3 (three) months in advance.

Article 5: Financial Obligations

- 5.1 No financial commitment from any party will be assumed unless a formal approval/ acceptance to that effect for the collaboration has been accorded through signed documents by IOPEPC, Mumbai and ICRISAT, Hyderabad.
- 5.2 Unless otherwise agreed in writing with a separate agreement signed by both the Parties, both IOPEPC and ICRISAT will bear their own costs and expenses.
- 5.3 Before any of the activities set out in this MoU is implemented, the Parties shall enter into formal and binding separate agreement(s) with each other which shall detail the specific form and content of the activities, budget and cover the responsibilities and rights of each Party.

Article 6: Intellectual Property Rights

- 6.1 All Intellectual Property (including but not limited to trade secrets, 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 collaboration under this MoU shall be decided on a case-to-case basis depending on the contribution of the Party to develop the same with a separate written agreement signed between the Parties. Neither Party will use the other Party's name or logo in any press release or any other purpose without first obtaining the other Party's written consent.

Article 7: Confidentiality and Non-Disclosure

- 7.1 Any confidential information with clearly marked as "Confidential" at the time of disclosure such as software/hardware material, product specifications, designs, financials, information, documents shall be deemed to be in the 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. Confidentiality obligations will be for two years from the date of disclosure.
- 7.2 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 appropriate relief. If such 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.

Article 8: Limitation of liability and indemnification

- 8.1 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.
- 8.2 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 related to the scope of this MoU.

Article 9: Assignment

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

Article 10: Force Majeure

- 10.1 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, pandemic/endemic, acts of God, acts of Governments, war, enemy action or political changes etc.

Article 11: Dispute and Resolution

11.1 ICRISAT and IOPEPC agree and acknowledge that any disputes/claims arising out of this consent shall be resolved mutually by both parties. If the Dispute is not resolved by way of negotiations in good faith within 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 as agreeable to both parties and the proceedings shall be held according to the Arbitration and Conciliation Act, 1996. The place of arbitration shall be in New Delhi, India. The language to be used in the arbitration proceedings shall be English.

Article 12: Governing Law and Jurisdiction

12.1. The terms of the MoU form shall be governed by, construed, and enforced in accordance with the 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 MoU. It is understood and agreed that the provisions of this paragraph shall not constitute nor imply the waiver of any privileges and immunities granted to either party under the law.

Article 13: Modification





13.1 No modification to this MoU, will be effective unless agreed to in writing and signed by both Parties.

Article 14: Communication

14.1 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 a substitute for any official signed hardcopy correspondence in all important documents such as but not limited to financial and performance related documents.

//SIGNATURE PAGE FOLLOWS//

The specific terms of this MoU do not preclude the development of future collaborative ventures or projects not mentioned in this document.

On behalf of the International Crops Research Institute for the Semi-Arid Tropics (ICRISAT)	On behalf of the Indian Oilseeds & Produce Export Promotion Council (IOPEPC)
 	 
Dr Jacqueline d'Arros Hughes <i>Director General</i> Dated: <i>8th March 2023</i>	Shri Nilesh Vira <i>Chairman</i> Dated: <i>08/MAR/2023</i>