

தமிழ்நாடு தமில்நாடு TAMILNADU

T. Kavitha CM 552528

07.01.2022 COODU
Coimbatore

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1/29-A, SAKTHIEASWARNAGAR,
VELLALORE, COIMBATORE
TAMILNADU
REF. No : 7323/B1/2008/4

MEMORANDUM OF AGREEMENT

This is a Memorandum of Agreement (herein after referred to as MoA) made on this 1st day of January, 2022. This MoA will be valid till 31th March 2022.

BETWEEN

Tamil Nadu Agricultural University (TNAU), incorporated under TNAU Act 1971 enacted by the legislation of the state of Tamil Nadu having its registered office at Lawley Road, Coimbatore-641003 (hereinafter referred to as "TNAU" which expression shall, unless repugnant to the context, include its successors-in-interest and assigns)

AND

COODU (Community Organisation for Oppressed and Depressed Upliftment), a Non-Governmental Organisation (NGO) within the meaning of the Tamil Nadu Societies Registration Act, 1975, and having its registered office at 15-A, Kongu Nagar East,

Ramanathapuram, Coimbatore – 641 045, India (hereinafter referred to as “COODU,” which expression shall, unless repugnant to the context, include its successors-in-interest and assigns).

Background

TNAU has a Water Technology Centre which is one amongst the three such Centre's in the country established during 1982 to cater the needs of the southern region in relation to Research, Extension and Teaching of applied water research through multi-disciplinary approach with its five inter-disciplinary units of Agronomy, Agricultural Engineering, Agricultural Economics, Crop physiology and Soil science & Agricultural Chemistry. It also functions as nodal agency for planning, programming and policy making in the management of water at all levels

ITC Limited is one of the India's most valuable and admired companies, which has pursued innovative strategies to synergize the creation of long-term stakeholders' value with continuous enhancement of societal and environmental capital. ITC's Social Investment Programme focusses on natural resources management, livelihoods promotion and improvement of human development indices, by nurturing successful public, private and people partnerships. As part of its water stewardship programme, ITC has initiated a community driven Upper Bhawani river basin security programme spread across Coimbatore district. To take it forward, it has partnered with reputed agencies like World Wildlife Fund (WWF) India for water balance study and with COODU (NGO) for field implementation

TNAU & COODU intend to collaborate on a project (hereinafter referred to as the “Project”), whereby TNAU shall transfer its knowledge, content and knowhow to ITC and non-governmental organisations appointed by ITC (hereinafter referred to as the “NGOs) and Farmers nominated by “NGOs” from the project areas (hereinafter referred to as “the Target Group”).

This MoA sets out the understanding of the parties as to how they should cooperate with each other to achieve the objectives of the Project and their respective obligations under it.

The Understanding

1. Purpose of the Project

The purpose of the Project is to demonstrate water efficient techniques and practices in major crops identified in the upper Bhavani river basin catchment and to build capacity of ITC Managers and ITC's partner NGO staff and farmers in this area.

This MoU is a non-binding document that lists the activities intended to be performed by both parties in relation to the Project, and their rights and obligations under the Project.

2. Nature of Relationship

Nothing in this MoU is intended to be construed as creating a joint venture or partnership or principal-agent relationship or employment between the parties (including their respective representatives).

3. Financials

COODU shall bear all the cost associated with the overall execution of the project as per University Guidelines

Scope of the Project

- 3.1 The proposed area for collaboration will all in the Upper Bhavani Basin which includes Karamadai, Metupalayam & Annur Blocks in Coimbatore District, Coonoor, Kotagiri & Udagamandalam Blocks in Nilagiri District and Sathyamangalam in Erode district
- 3.2 Upon receipt of the names of the farmers to be trained from ITC through its partner NGOs, TNAU shall train the Target Group in the Package of Practices of selected agricultural, horticultural & plantation crops mutually agreed upon by ITC and TNAU
- 3.3 TNAU will provide ITC and the NGOs any assistance, training, knowhow and any other support required in relation to the Project on a pro bono basis through regular field visits.
- 3.4 TNAU shall also undertake a detailed assessment of the practise implemented by the target group.

4.5 The assistance, knowhow and training support provided by TNAU to the NGOs and Target Group will include:

4.5.1 Programmes for the purpose of the Project;

4.5.2 Supplementary training and educational materials customised to meet local requirements

4.5.3 Initial on-ground handholding and guidance to the NGOs and Target Group to ensure that Programmes are being conducted as per requirements; and

4.5.4 Any other support that may be reasonably required by ITC and the NGOs on an ongoing basis in relation to the Project.

5 Responsibilities of TNAU

- Identify 2-3 critical cultivation and irrigation practices for Banana, Coconut & other key crops to improve water use efficiency & water productivity.
- Establish demonstration plots under its supervision and supervise other demonstration plots established by the NGOs.
- Document the impact of practices adoption on water use efficiency, crop per drop and farm economics, both in the demonstration plots and in fields where farmers have adopted those recommended technologies, draw comparison with control and extrapolate the numbers for total area.
- Dissemination of results through joint research publications with ITC and through workshops.

6 COODU's responsibilities

- To make payments to TNAU, as per Clause 10.
- Help in establishing demonstration plots in fields under the guidance of the TNAU through ITC's partner NGOs.
- Organize farmer meetings in the project villages through partner NGOs and develop a system of field monitoring of the interventions as per university guidelines.
- Finalize scope, coverage and budgets for the collaboration in consultation with the University.
- Provide monetary contribution through its partner NGOs against an agreement.
- Ensure coordination between various stakeholders and wider publicity of the programme by organizing field events

7 Additional Covenants

7.1 Each party should appoint a coordinator (hereinafter referred to as the "Single Point of Contact" or "SPOC") who should receive and respond to all communications regarding the Project between the parties. Any change in relation to the SPOC by one party should be communicated to the other party reasonably in advance.

7.2 Upon the occurrence of any event or situation which makes it impossible or impractical for one party to continue implementing the Project in the manner agreed to hereunder, the said party should promptly notify the other party in writing of such a situation. Pursuant to receipt of such notice, the other party may terminate this MoA within a reasonable period not exceeding three months.

7.3 Each party should be responsible for the compliance with all regulatory and statutory requirements in relation to its employees who are working on the Project (including remuneration, leave, provident fund etc. of such employees).

8 Conduct of the Parties

8.1 Each party should put in its best efforts in performing its respective role under the MoA, and should conduct itself with integrity and be ethical in its dealings. Without limiting the foregoing, each party should comply with all applicable laws and regulations in force at the relevant time, as it relates to the Project.

8.2 Neither party should represent the other party or enter into legally binding obligations or make commitments on behalf of the other party or accept any payments, whether directly or indirectly, from any third party without prior written consent of such other party.

8.3 In performance of this MoA, neither party should conduct itself in a way that would put the other party in breach of any applicable laws or regulations, including but without limitation anti-bribery laws.

8.4 Each party represents and confirms that it is legally incorporated under the applicable laws and is capable of entering into and performing this MoA

8.5 The parties should exercise reasonable caution to avoid any conflict of interest situations. If however, any such situation arises, the party with the conflict of interest should notify the other party promptly and in writing upon becoming aware of such conflict of interest situation. Upon such notification, the parties should, by mutual discussions, suitably decide on whether or not to continue this MoA.

8.6 For the purpose of this MoA, either party may perform certain tasks itself, or engage a third party to do so on its behalf, whichever is necessary. Such party should notify and coordinate with the other party any such arrangement.

9 Intellectual Property Rights

9.1 COODU and TNAU acknowledge that all intellectual property rights of all the Materials exclusively developed for the Project vests exclusively in COODU in perpetuity. .



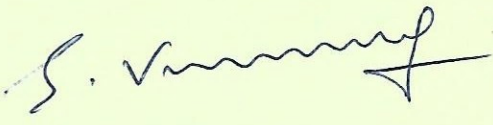
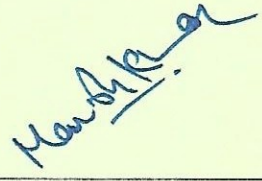
9.2 Nothing in this MoA grants a party (hereinafter referred to as the “receiving party”) any rights in the name, trademarks, trade names, trade dress, logos, brands, brand features or other identifiers (hereinafter collectively referred to as “Brands”) of the other party (hereinafter referred to as the “granting party”), except as expressly stated in this MoA or expressly agreed in writing by the granting party.

10 Payment Terms

The total amount payable by COODU to TNAU shall be Rs 3,15,000/-

Date of submission of Project Report	Amount in INR (LS)	Project Report
15 th March 2022	3,15,000	On signing the contract & on submitting the Inception Report – Inception report to cover recent LULC details of the area, irrigation practices and plan of action for demonstration & quantification of measures to enhance SoC and training on water demand management.

AGREED

For Tamil Nadu Agricultural University	For COODU
 Signature	 Signature
Dr. S. Panneerselvam Director, Water technology Centre, Tamil Nadu Agricultural University, Coimbatore	Dr.S.Kathiresan Secretary, COODU, 15-A, Kongu Nagar East, Ramanathapuram, Coimbatore - 641045
In presence of	In presence of
	
DR. S. Vincent Professor (Crop Physiology), Water Technology Centre TNAU, Coimbatore	Manish Kumar Programme Manage, ITC Ltd Coimbatore, Tamil Nadu

Annexure -1

Proposed area:

Upper Bhavani Basin which includes Karamadai, Metupalayam & Annur Blocks in Coimbatore District, Coonoor, Kotagiri & Udagamandalam Blocks in Nilagiri District and Sathyamangalam in Erode district

Crop Wise prescribed Practices:

1. Coconut:

Validation regarding water saving against following expected practices:

- Month wise water saving
- Ring bund
- Ring bund with Mulching
- Ring bund with Mulching and micro-irrigation
- Suitable intercrop in coconut and its impact on farmers income and water saving

2. Banana:

Validation regarding water saving against following expected practices:

- Water saving in both seasons, i.e.- Rabi & Kharif
- Single- & Double-line irrigation method including drip irrigation
- Mulching
- High density plantation
- Shelter belt plantation
- Recommend suitable Inter-crop and assess its impact on water saving and income

3. Curry Leaf:

Validation regarding water saving against following expected practices:

- High density plantation
- Micro-irrigation
- Mulching

Envisaged Outcomes:

- Demonstration of “technologies to improve efficiency in crop water use and water productivity” of the identified crops and its dissemination.
- Water efficiency practices are adopted effectively by farmers on a significant scale
- Validation of demand management work done by farmers in ITC’s catchment through establishing similar demo for Coconut, Banana & Curry leaf.
- Reduction in the agriculture water demand in the selected villages.

TNAU Consultancy Team:

1. Dr. V. Ravikumar, Professor, WTC, TNAU, Coimbatore
2. Dr. S. Panneerselvam, Director, WTC, TNAU, Coimbatore
3. Dr. G. Thiyagarajan, Assistant Professor, WTC, TNAU, Coimbatore