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CHHATTISGARH STATE MINOR FOREST PRODUCE CO-OPERATIVE FEDERATION, LTD.

Van Dhan Bhawan, Sector-24, Atal Nagar, Raipur (C.G.) - 492001

Phone: 0771-2513100

E-mail: mfpfed.cg@nic.in;

fed_raipur@cgmfpfed.org

Website: www.cgmfpfed.org

No./MFP Fed./Millets/2021/ 188

RAIPUR, DATE 19/05/2021

Authorization Letter

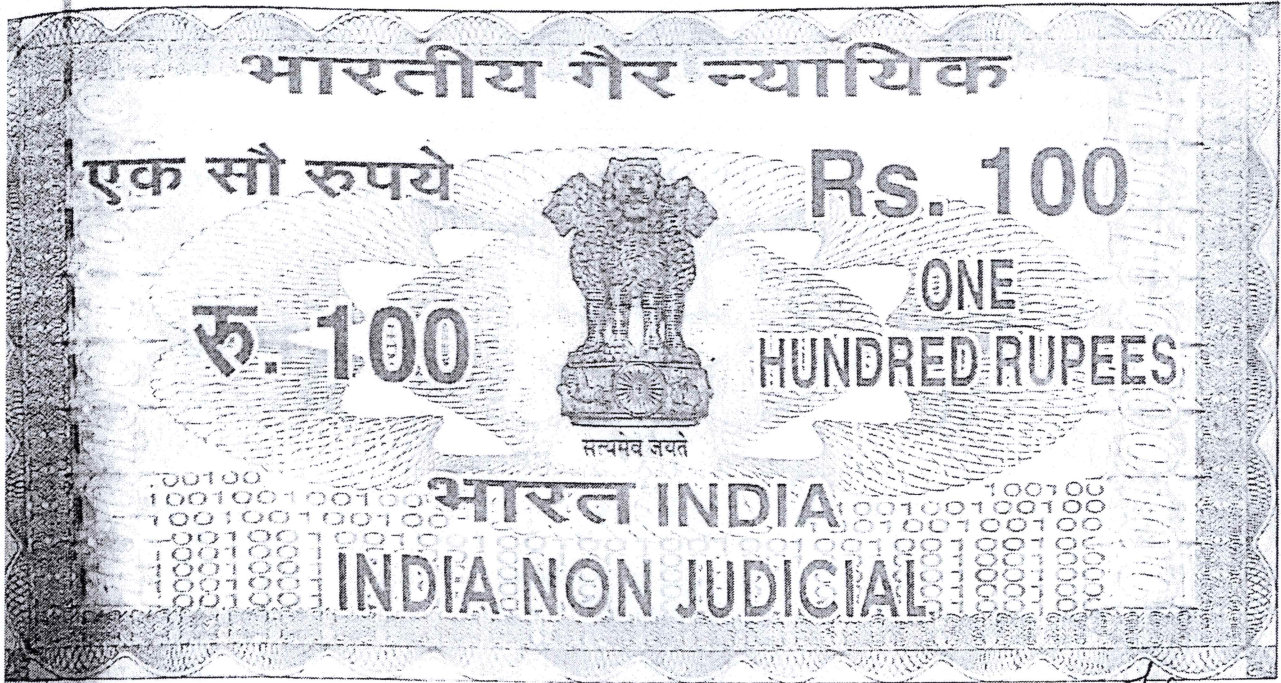
For establishing an MoU between ICAR- Indian Institute of Millets Research (ICAR-IIMR) and Chhattisgarh State Minor Forest Produce (T&D) Co-operative Federation to appoint ICAR- Indian Institute of Millets Research (ICAR-IIMR) as knowledge partner for millet processing and where it is necessary to execute agreement on behalf of Chhattisgarh State Minor Forest Produce (T&D) Co-operative Federation with ICAR- Indian Institute of Millets Research (ICAR-IIMR), I authorize General Manager, Chhattisgarh State Minor Forest Produce, Co-operative Federation Nava Raipur, Atal Nagar to execute agreement on behalf of Chhattisgarh State Minor Forest Produce, Cooperative Federation Nava Raipur Atal Nagar.



Managing Director

Chhattisgarh State Minor Forest Produce
Co-operative Federation, Nava Raipur
(C.G.)





తెలంగాణ తెలంగాణ TELANGANA

Sl.No. 3716 Date 06/03/2021, Rs 100/-

Sold to : Dr. Dayakar Rao

S/o w/o D/o : Prakash Rao, R/o. Hyd

For whom : IIMR, Rajendranagar

AF 020716

KUKUTLA JAGAN GOUD
- STAMP VENDOR

License No.15/18/032/2019,

H.NO.1-3-33, Budvel, Rajendranagar
R.R.Dist-30, T.S. Cell No.9959893173

MEMORANDUM OF UNDERSTANDING FOR MILLET PROCESSING IN THE STATE OF CHHATTISGARH

This agreement is executed on this 19th day of April 2021 in the office of Chhattisgarh State Minor Forest Produce Co-Op. Federation Limited by and between the Chhattisgarh State Minor Forest Produce Co-op Federation Limited, Van Dhan Dhwan, Sector-24 Nava Raipur, Aral Nagar, RAIPUR (C.G.) registered under Chhattisgarh Societies Act, 1960 and acting through its Managing Director here-in-after called the "Federation", which expression shall include its assigns and successors

And

ICAR - Indian Institute of Millets Research (ICAR-IIMR), Rajendranagar, Hyderabad 500 030, Telangana, a constituent of the Indian Council of Agricultural Research (ICAR), a Society registered under the Societies Registration Act, 1860 acting through its Director Dr. Vilas A. Tonapi herein after referred as "ICAR-IIMR", which expression shall include its assigns and successors.

Whereas on 25th of February 2021 Cabinet of the State of Chhattisgarh passed an order for Procurement of Millets such as Kodo, Kutki & Ragi from Tribal Areas of Chhattisgarh, Processing and Sale of Millets such as Kodo, Kutki & Ragi by Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Ltd., Raipur.

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MoU Between CGMFP, Raipur, (C.G) & ICAR-IIMR, Hyderabad

Whereas this agreement is a general agreement to initiate collaboration between ICAR-Indian Institute of Millets Research, Hyderabad and Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Ltd., Raipur (CGMFP).

Whereas under this umbrella agreement, sub-agreements will be signed between the parties with specific objectives, roles and responsibilities based on the need and mutual agreement. The basic structure of the agreement is laid down below.

Period of the Agreement:

This agreement is valid from the date of signing in to a period of 5 years (2021-26) or till the completion of the programme which is earlier. Each of the sub-agreement signed will have validity of three years.

1. Scope of Work:

ICAR-Indian Institute of Millet Research, Hyderabad will be the knowledge partner for all the programs and projects initiated under this umbrella agreement. Federation will be the funding agency for each of the projects initiated under this umbrella agreement. Details regarding the projects and payment terms will be as per the mutual agreement of both the parties.

Following are the areas in which ICAR-IIMR and Federation will collaborate:

- a) Promotion of millets in the state of Chhattisgarh through joint workshops, symposiums, campaigns and road-shows etc.
- b) Procurement of Millets such as *Kodo, Kutki & Ragi* from Tribal Areas of Chhattisgarh.
- c) Training and capacity building of youth, women and other stakeholders and empowering them to take-up entrepreneurship of Millet processing in the state of Chhattisgarh.
- d) Promoting entrepreneurship and start-ups through incubation of Millet based food projects in the state of Chhattisgarh.
- e) Establishing Centre of Excellence (CoE) on millets, establishing grades and standards for millets,
- f) To establish primary and secondary processing units and any other activity deemed to be fit in collaboration, in the state of Chhattisgarh.

2. Force Majeure

Neither Party shall be held responsible for non-fulfillment of their respective obligations under this agreement due to the exigency of one or more of the force majeure events such as acts of, war, flood, earthquakes, strike, lockouts, epidemics, riots, civil commotion, etc. provided on the occurrence and cessation of any 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.

3. **Amendments**

No amendment or modification of this agreement shall be valid unless the same is made in writing by the concerned Party and or their authorized representatives and specifically stating the same to be an amendment to this agreement. The modifications/ changes shall be effective with the consent of the parties and from the date on which they are made / executed, unless otherwise agreed to.

4. **Termination**

Notwithstanding anything contained herein above, either Party reserves the right of termination of this MoU at any time giving 30 days' notice in writing in that behalf without assigning any reason thereof.

5. **Independent parties:**

All the parties hereby agree that this MoU shall not in any way constitute or be presumed to constitute a partnership, joint venture or joint enterprise in any way or for any purpose between the Parties hereto or make them in any way liable as partners of or as agents for one another. No Party has the authority to act for or to assume any obligation or responsibility on behalf of the other Party.

6. **Continuance of the Contract:**

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations.

7. **Conflict of Interest:**

The ICAR-IIMR shall disclose to Federation in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the ICAR-IIMR or its team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

8. **Severance:**

In the event any provision of the MoU is held to be invalid or unenforceable under the applicable law, the remaining provisions of this MoU shall remain in full force and effect.

9. **Governing Language:**

The Agreement shall be written in English language. All correspondence and other documents pertaining to the MoU that are exchanged by parties shall be written in English language only.

10. **Publicity:**

The ICAR-IIMR shall not make or permit to be made a public announcement or media release about any aspect of this MoU unless the Federation first give its written consent to the ICAR-IIMR.

11. Intellectual Property Rights (IPR)

- i. The ICAR-IIMR shall not, without prior written consent from Federation, disclose/share/use the MoU, subsequent agreement(s), or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Federation, in connection therewith, to any person other than a person employed by the ICAR-IIMR in the performance of the MoU. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- ii. The ICAR-IIMR shall not, without prior written consent of Federation, make use of any document or information made available for the project, except for purposes of performing the MoU.

12. General

i. Relationship between the Parties

- a) Nothing in the MoU constitutes any fiduciary relationship between the Federation and ICAR-IIMR Team or any relationship of employer employee; principal and agent, or partnership, between the Federation and Distributor.
- b) No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the MoU.
- c) Federation will not be under any obligation to the implementation of the work of the ICAR-IIMR's Team except as agreed under the terms of the Contract.

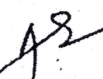
ii. No Assignment: The ICAR-IIMR shall not transfer any interest, right, benefit or obligation under the contract without the prior written consent of Federation.

iii. Survival: The provisions of the clauses of the MoU in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this MoU and in relation to confidentiality, the obligations continue to apply unless Federation notifies the ICAR-IIMR of its release from those obligations.

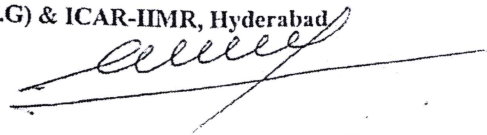
iv. Governing Law: This contract shall be governed in accordance with the laws of India and the State of Chhattisgarh.

v. Jurisdiction of Courts: The High Court of Chhattisgarh at Bilaspur, Chhattisgarh has exclusive jurisdiction to determine any proceeding in relation to the Contract.

vi. Compliance with Laws: ICAR-IIMR, during the course of performing the MoU, shall comply with the laws in force in India and the State of Chhattisgarh during the duration of the contract.

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MoU Between CGMFP, Raipur, (C.G) & ICAR-IIMR, Hyderabad



vii. **Notices:** A "notice" means:

- a) a notice; or
- b) Consent, approval or other communication required to be in writing under the Contract. All notices, requests or consent provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered:

To,
The Managing Director,
Chhattisgarh State Minor Forest Produce (Trading & Development)
Co-operative Federation Limited,
"Van Dhan Bhawan", Sector-24,
Nava Raipur Atal Nagar (C.G.)
Phone : 0771-2513100 to 2513110
E-mail : mfpfed.cg@nic.in

The Director
ICAR - Indian Institute of Millets Research (ICAR-IIMR)
Rajendranagar, Hyderabad 500 030, Telangana

- c) Any Party may change the address to which notices are to be directed, by giving a notice to the other party in the manner specified above. A notice served on a Representative is taken to be notice to that Representative's Party.

viii. **Waiver**

- a) Any waiver of any provision of this MoU is ineffective unless it is in writing and signed by the Party waiving its rights.
- b) A waiver by either Party in respect of a breach of a provision of this MoU by the other Party is not a waiver in respect of any other breach of that or any other provision.
- c) The failure of either Party to enforce at any time any of the provisions of this MoU shall not be interpreted as a waiver of such provision.

ix. **Modification:** Any modification of the MoU shall be in writing and signed by an authorized representative of each Party.

x. **Application:** These General Conditions shall apply to the extent that provisions in other parts of the MoU do not supersede them.

13. Entire Agreement:

This MoU constitutes the entire and only agreement between the parties hereto and changed or modified in any manner, except by instrument signed by duly authorized officer or representative of each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this MoU in English and duplicate, one each shall remain in the possession of each party and each of which shall be deemed to be authentic, to be executed by their respective duly authorized officer or representative as of the day first above written:

PLACE: RAIPUR

DATE: 19th April, 2021

For and on behalf of,
Chhattisgarh State Minor Forest
Produce Cooperative Federation
Limited

For and on Behalf of,
ICAR-Indian Institute of Millets Research,
Rajendranagar Hyderabad

Sign.

Name: Mr. Amanath Prasad
Designation: General Director
Chhattisgarh State Minor Forest Produce
(Trading & Development) Cooperative Federation Ltd.
Hava Raipur

Sign.

Name : Vilas A. Tonapi
Designation: Director

डॉ. विलास अ. टोनापी
संस्था / Director
राजेंद्रनगर, हैदराबाद, तेलंगणा संस्थान
ICAR-Indian Institute of Millets Research
राजेंद्रनगर, हैदराबाद, तेलंगणा संस्थान
Rajendranagar, Hyderabad, T.S, India

WITNESSES:

Signature: Vineet

Name: VINEET KUMAR

Address: VAN DHAN SHAWAN

Signature: Sangappa

Name: Sangappa

Address: Scientist, ICAR - IIMR,
Hyd. TS.