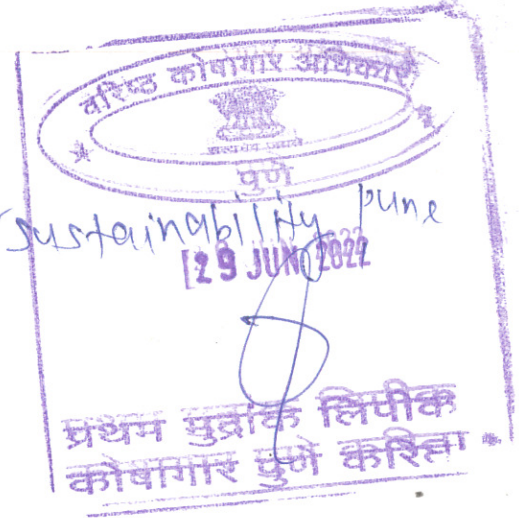


महाराष्ट्र MAHARASHTRA

2021

BM 944753

कारणासाठी ज्यांनी मुद्रांक खरेदी केला आहे त्यांनी त्याच कारणासाठी
तो स्टॅम्प ६ महिन्यांच्या आत वापर करावयाचा आहे.
दस्तावेजाप्रकार / अनुच्छेद क्रमांक : Agreement
दस्तावेजा नोंदणी करणारा आहेत का :
नोंदणी होणार असल्यास दुय्यम नियंत्रक कार्यालयाचे नाव :
मिळकतीचे वर्णन :
मोबदला रकम :
मुद्रांक विकत घेणाऱ्याचे नाव व पत्ता : Global Programme for Sustainability Pune
दुसऱ्या पक्षकाराचे नाव : Smart Project
हस्ते असल्यास नाव व पत्ता : Pravin Bhise
मुद्रांक शुल्क रक्कम : 500/-
मुद्रांक विक्री नोंद वही क्र. क्रमांक : S272 07 JUL 2022
मुद्रांक विकत घेणाऱ्याचे मूळ :
परवानाधारक मुद्रांक विकत घ्यावा मही / पत्ता /
जवळचा क्र. मांक : 09/21



The Pune Lawyers Consumer's
Co-op Society Ltd., Pune-5
LIC. No. 2201111

Memorandum of Understanding

Between

Deutsche Gesellschaft für Internationale
Zusammenarbeit (GIZ) GmbH
46 Paschimi Marg, Vasant Vihar
New Delhi 110 057, INDIA

Represented by: The Project Manager India, Global Programme Sustainability and
Value Added in Agricultural Supply Chains – Cotton. GIZ Office (India), 2nd Floor,
A2/18 Safdurjung, Enclave, New Delhi - 110 029

And

RP

**The State of Maharashtra's Agribusiness and Rural Transformation Society of
The Maharashtra State Department of Agriculture, (hereinafter referred to as
SMART)**

Represented by: The **Project Director, Hon. Balasaheb Thackeray Agribusiness
and Rural Transformation (SMART) project, MSFC Building, 270 Bhamburda, SB
Marg, opp. Symbiosis College, Gokhale Nagar, Pune, Maharashtra 411016, India**

Hereinafter, both GIZ and SMART together shall be referred as “Parties”

Date: 7th July 2022

1. Background

GIZ is an enterprise owned by the Government of the Federal Republic of Germany and provides services worldwide in the field of international cooperation for sustainable development and international education. GIZ is mainly commissioned by the German Federal Ministry for Economic Cooperation and Development (BMZ).

On behalf of the BMZ and within the “One World – No Hunger” initiative GIZ implements the global programme “Sustainability and Value Added in Agricultural Supply Chains I Cotton” (2019-2024) with a particular emphasis on close cooperation with state governments and private sector to establish sustainable supply chains. The partner countries that currently focus on the agricultural commodity cotton are Burkina Faso, Cameroon, Uzbekistan and India. The project is being jointly implemented by GIZ and Ministry of Textiles in the states of Maharashtra, Gujarat, Madhya Pradesh and Tamil Nadu with support from respective state governments.

The programme’s objective regarding cotton is to boost value creation from sustainable cotton in the producing countries. It therefore works to increase the production of sustainable cotton and strengthen the downstream processing stages. This benefits farmers as well as workers and businesses in the processing sector of the partner countries.

The Partner is Government of Maharashtra (GoM) is implementing the “SMART COTTON” project which is a light house project under its SMART (State of Maharashtra Agriculture and Rural Transformation) initiative. The project “SMART-COTTON” is a produce aggregation with traceability solution which aggregates the farm produce and intends to implement product traceability using technology such as Blockchain to capture the information of the produce at various levels in the supply chain. It is an intelligent platform which is aimed at digitising agriculture to solve supply chain inefficiencies using technology. SMART- COTTON captures comprehensive information about the commodities right from growers, growing information, pre- and post- harvest, transportation, warehousing etc.

Key changes proposed at the farm level are demand-based supply, lint-based marketing, create and build capacities of CBOs/FPOs through training on quality standardisation at production and processing level. Furthermore, the project through leveraging technology provides for issuance of quality assurance certificates, price discovery through its e-platform,

cater to the quality needs of the textile industry and in return fetch the highest possible price of cotton for its farmers. The project is being implemented in 12 districts of Maharashtra.

The Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH (hereinafter „GIZ“) and Government of Maharashtra (Partner)- both referred to as Partners hereby express their interest in a closer collaboration that may include activities to improve the demand (purchase) and supply (production) of sustainable cotton.

The two Partners recognise the great potential to join forces and leverage synergies for the benefit of smallholder cotton farmers in Maharashtra.

2. Partners

2.1 GIZ Cotton profile

GIZ Cotton project is aimed at increasing volume of cotton production at least on 90,000 ha. with participation of 1.50 lakh cotton farmers with yield increase by 10%. This will enable capacity building of the 1.50 lakh farmers & entrepreneurs of which about 30% will be women beneficiaries. GIZ Cotton initiative is also enhancing employment and women empowerment in training and capacity building on sustainable cotton growing practices by innovation in new cotton processing procedures and ginning etc.

2.2 SMART Profile

Hon. Balasaheb Thackeray Agribusiness and Rural Transformation Project (SMART project) is a World Bank supported project, implemented by the "State of Maharashtra's Agribusiness and Rural Transformation (SMART)" Society registered under the Societies Act, 1860 and established by the Department of Agriculture, Government of Maharashtra;

The objective of the SMART project is to support the development of inclusive and competitive agriculture value chains, focusing on small holder farmers and agri-entrepreneurs in Maharashtra by expanding access to new and organized markets for producers and enterprises with complementary investments in technical services and risk management capabilities;

The SMART project aims to strengthen and accelerate the transformation of Maharashtra's agricultural systems through three broad intervention areas:

- a) Enhancement of institutional capacity to support agricultural transformation - Strengthening of the institutional capabilities of Maharashtra government departments and the establishment of Commodity Stewardship Councils as a platform for agricultural value-chain members to engage.
- b) Supporting enterprise growth and expanded market access- Integration of producers into priority value chains and provision of relevant technical and business development services. Support of investments to promote the production of homogenous and clean cotton lint, and a marketing platform for cotton bales with traceability, the creation of infrastructure for agricultural export growth, and access to finance for farmer companies

- c) Building risk mitigation mechanism - Strengthen market information and intelligence services, bolster warehouse receipt systems as a risk mitigation tool to avoid distress sales and stabilize market arrivals, and price risk management support to help the State of Maharashtra develop crisis management plans for major commodities grown in the state.

2 Pre-conditions to the MoU

There are no pre-conditions on either parties to fulfil their roles as mentioned in this MoU. Both parties may sign separate specific agreements for any specific activities based on mutual agreement/arrangements.

3 Objective of MoU

- 4.1 The SMART project and GIZ Cotton have established this general agreement that both have mutual interests and benefits in encouraging and supporting institutional development, farmer welfare, and robust agricultural information, sustainable cotton production, processing, marketing, and value chain systems within the State of Maharashtra.
- 4.2 The SMART project and GIZ Cotton shall jointly identify and take up a number of pro-farmer initiatives in the state of Maharashtra that are aligned with the objectives of the SMART project aligned with goals and programmes of the Ministry of Agriculture and Farmers' Welfare, Government of India (MoA&FW) as well as that of the Department of Agriculture, Government of Maharashtra.
- 4.3 The SMART project and GIZ Cotton shall identify synergies and accordingly undertake activities that encompass technical exchanges, access to specialised expertise training and capacity building, and information-sharing related co-operation, to help strengthen Maharashtra's Cotton value-chain and bolster the Maharashtra Department of Agriculture's institutional capabilities to help small holder farmers in the state.

4 Scope of MoU:

These may include, not limited to, one or more of the following areas of technical support, expertise and knowledge sharing, research / studies, and capacity development.

- 5.1 Linkages and access to specialised technical expertise and knowledge in areas relevant to SMART.
- 5.2 Organize capacity building workshops and training programs for SMART project staff, Maharashtra Department of Agriculture staff, and other stakeholders on various aspects of Cotton value-chain development.

- 5.3 Post-harvest management encompassing harvesting, handling, and in field storage technology and solutions for Cotton in the State.
- 5.4 National and International exposure visits and knowledge exchanges.
- 5.6 Conduct skill development workshops and provide technical assistance towards promoting Cotton value chain initiatives in the project regions of SMART.
- 5.7 Facilitate contact with national and international agricultural associations, universities, research institutes, and other similar entities, to support SMART project's development.
- 5.8 Technical audits and assessments and facilitate the identification of relevant technologies.
- 5.9 Undertake value chain studies, research and other activities to provide value chain strengthening solutions, including Cotton Commodity Stewardship Council under SMART project.
- 6.0 Transfer of technologies.
- 6.1 Any other area of technical collaboration mutually identified and determined.

5 Role of Parties

To achieve the above objective in a time-bound manner, both GIZ Cotton and SMART project have agreed to the following roles:

SMART project shall share and deploy its knowledge and resources (infrastructure, facilities, financial resources and field staff by following appropriate procurement methods, contracts etc.) to support joint programmes with GIZ Cotton. This would include:

5.1 Capacity Development

- a) GIZ Cotton would facilitate collaborations, Indo-German institutional knowledge exchange programmes with German and international universities and other research institutes and private sector organisations.
- b) Training and capacity building of SMART project staff, Maharashtra Department of Agriculture staff, and other stakeholders

5.2 Provide support and/or jointly conduct seminars, training workshops, conferences, publications and other such activities.

5.3 Undertake studies/research/documentation etc. in Maharashtra through Indian and international university students/professors or consultants for learning and knowledge development.

5.4 The two organisations agree to encourage, based on their operational capacity, technical knowledge and available resources, the above-mentioned activities, particularly to strengthen Cotton value chains.

- 5.5 Both parties shall discuss various opportunities and challenges relevant to both parties on a case to case basis and if they deem fit, shall enter into specific agreements on or before the commencement of each activity, based on the mutually agreed objectives and outcomes of such activities.
- 5.6 Activity agreements should detail the objectives, outcomes, outputs and activities, as well as, the budget and contribution of resources provided by each party, and/or any other funding sources, on or before the commencement of each activity.
- 5.7 This general MoU shall be applicable to educational, research, extension, developmental and upscaling activities of both organisations involved in this MoU.
- 5.8 This MoU is an addition of any prior discussions, correspondence, agreements, and understandings, whether verbal or in writing that may and may not have taken place by and between the partnering organisations.
- 5.9 Financial contribution for conducting workshops, hands-on training will be agreed upon on case-to-case basis and shall be met as per the existing norms/guidelines of both the parties.

6 Status of MoU

The MoU between the Parties is not legally binding and bears no financial commitments or obligations on either Party. Each Party agrees not to indemnify the interests or cause any harm in any manner to the other Parties involved. Any liabilities generated through the execution and period of this MoU shall be the individual responsibility of the respective Parties.

7 Terms of MoU

The Parties agree that/to:

- Nominate contact person(s) to discuss and exchange important decisions.
- Any other point not covered within this MoU, will be mutually discussed for arriving at an appropriate decision based on mutual consensus.
- Neither Participant should use the other Participant's name or logo in any press release or for any other promotional purpose, without first obtaining the other Participant's written consent.

8 Project Steering Unit

A joint steering committee (JSC) shall be established to oversee and monitor the progress of the collaboration between GIZ Cotton and SMART project. The JSC shall be constituted with representatives of both institutions and other relevant organisations. It shall be chaired by the Project Director, SMART project. Additionally, the JSC Members shall include:

- Nominees of the Project Director, SMART project
- Representatives of GIZ Cotton
- Representatives of partner organisations and collaborators

The JSC meetings shall be convened once every three months, to assess the progress made, to address the issues hindering to the successful implementation of the cooperation and to take decisions to support its future development. The minutes of the JSC meeting will be shared with state level technical committee (Maharashtra State Technical Steering Committee meeting for Indo German cooperation).

9 Term of MoU

The Parties resolve that this MoU shall be effective until 31st March 2024. The further duration of the MoU will be mutually decided. The MoU shall remain valid till rescinded by either Party by providing the other Party a written notice of such intent, not less than 30 days prior the effective date of such termination.

10 Amendment to the MoU

During the operation of the MoU, circumstances may arise which call for alteration or modification of this MoU. This amendment will be mutually discussed and agreed upon in writing by the Parties.

11 Non-binding nature


Nothing in this MoU shall be understood or construed as a binding right or obligation of the parties or as obligating the undersigning parties hereto, to finally conclude any agreement. In particular, this MoU in no way restricts either party from pursuing similar activities on its own or from participating in similar activities with other public or private agencies, organizations, and individuals and shall not provide exclusivity between the parties in the scope of any cooperation, does not endorse a specific entity, does not create any rights in any person, and does not create any obligations for any third party.

12 Entry into Force, Copies

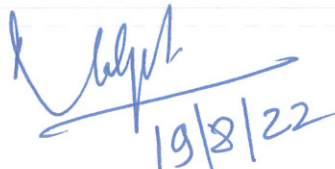
This MoU shall enter into force on the date it is signed by both parties hereto. GIZ Cotton and SMART project shall each receive one signed original of the MoU.

SEAL OF THE PARTIES: In witness whereof the parties hereto have signed this MOU on the day, month and year mentioned herein before.

On behalf of SMART

Name and Designation	Signature and date
<p>Mr. Dheeraj Kumar Project Director State of Maharashtra's Agribusiness and Rural Transformation (SMART), MSFC Building, 270 Bhamburda, Narayan SB Marg, opp. Symbiosis College, Gokhalenagar, Pune, Maharashtra 411016, India</p>	

On behalf of PIU, MahaCot

Name and Designation	Signature and date
<p>Mr. Jayesh Mahajan Nodal Officer PIU, Mahacot (SMART Cotton), Cotton Complex, Wardha Rd, Ajni Chowk, Ramakrishna Nagar, Vivekanand Nagar, Nagpur, Maharashtra 440015</p>	 19/8/22

On behalf of GIZ

Name and Designation	Signature and date
<p>Dr. Ulrike Reviere Country Director, GIZ India. Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH 46, Paschimi Marg, Vasant Vihar, New Delhi 110057, India</p>	
<p>Dr. Rossitza Krueger Project Director, Sustainability and Value Added in Agricultural Supply Chain for Cotton in India, Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH. 46, Paschimi Marg, Vasant Vihar, New Delhi 110057, India</p>	 14/07/22