

महाराष्ट्र MAHARASHTRA

2021

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ज्या करणासाठी ज्यांनी मुद्रांक खरेदी केला आहे त्यांनी त्याच करणासाठी तो स्वल्प & महिन्याच्या आत वापर करायचा आहे.

दस्तावेजाप्रकार// अनुच्छेद क्रमांक : Agreement

दस्तावेजाद्वारे करणार आहेत का : Agreement

नोंदणी होणार असल्यास दुसऱ्या दिवसात करावयाचे कराचे न्याय : Agreement

मिळकतीचे वर्णन : Agreement

मोबदला रक्कम : Agreement

मुद्रांक विकत घेणाऱ्याचे नाव व पत्ता : Green Innovation Centre

दुसऱ्या पक्षकाराचे नाव : Support Project

दस्तावेजातून कराचे न्याय : Agreement

मुद्रांक शुल्क रक्कम : 1213

मुद्रांक विक्री नोंद घेणे अहो. क्रमांक : 28/04/2022

मुद्रांक विकत घेणाऱ्याची सही : Agreement

परवानाधारक मुद्रांक विक्रेत्याची सही/पत्ता/परवाना क्रमांक : Agreement



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 Director, Green Innovation Centres for the
Agriculture and Food Sector in India (hereinafter referred to as GIC), # 38-43, 10th
A Main, 5th Cross, Jayanagar 1st Block, Bengaluru 560011

And

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**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:

1. Background

On behalf of the German Federal Ministry for Economic Cooperation (BMZ), +the Green Innovation Centres for the Agriculture and Food Sectors – India is being implemented by GIZ, under a **bilateral Indo-German cooperation agreement with the Ministry of Agriculture and Farmers' Welfare (MoA&FW), Government of India, in the states of Maharashtra, Karnataka, Andhra Pradesh, and Himachal Pradesh.** The Green Innovation Centre project interventions are aligned with the National Horticulture Mission and the Government of India's goal of doubling farmers' income as well as the priorities and programmes of the Department of Agriculture, Government of India. For effective implementation and scaling up of the innovations/ intervention in the state of Maharashtra, the GIC project intends to enter into a technical collaboration with Hon. Balasaheb Thackeray Agribusiness and Rural Transformation (SMART) project under State of Maharashtra's Agribusiness and Rural Transformation (SMART) Society of the State Department of Agriculture **with the objective of** identifying relevant solutions to issues and challenges related to agriculture in the state of Maharashtra. This would include facilitating collaboration with other organisations and experts possessing the know-how and experience needed for attaining the above objective.

Why a MoU is essential for attaining project objective?

GIZ co-operates and collaborates extensively with various stakeholders- farmer organisations, the government, research institutions and with the private sector, in order to implement its projects, by identifying areas of common interest and collaboratively find solutions that help in attaining common goals and objectives. GIZ and SMART have developed a broad understanding that is documented in this MOU, to collaborate with each other, in order to identify synergies and address the above-mentioned objective, with special emphasis on (but not restricted to) post-harvest management.

2. Partners

2.1 GIZ profile

As a service provider in the field of international cooperation for sustainable development and international education work, GIZ is dedicated to shaping a future worth living around the world. GIZ have over 50 years of experience in a wide variety of areas, including economic development and employment promotion, energy and the environment, and peace and security. The diverse expertise of our federal enterprise is in demand around the globe – from the German Government, European Union institutions, the United Nations, the private sector, and governments of other countries. GIZ work with businesses, civil society actors and research institutions, fostering successful interaction between development policy and other policy fields and areas of activity. Our main commissioning party is the German Federal Ministry for Economic Cooperation and Development (BMZ).

The commissioning parties and cooperation partners all place their trust in GIZ, and GIZ work with them to generate ideas for political, social and economic change, to develop these into concrete plans and to implement them. Since GIZ is a public-benefit federal enterprise, German and European values are central to their work. Together with their partners in national governments worldwide and cooperation partners from the worlds of business, research and civil society, GIZ work flexibly to deliver effective solutions that offer people better prospects and sustainably improve their living conditions.

The registered offices of GIZ is in Bonn and Eschborn. GIZ have 23,614 employees, almost 70 per cent of whom are national staff, work in around 120 countries. As a recognised development service provider, GIZ currently have 483 development workers in action in partner countries.

a. GIC Project profile

The Green Innovation Centre India (GIC) is working on the integrated value chain development based on tomato, potato and apple by identifying and piloting innovative practices, that enhance the productivity and income of the farmers and small-scale farming enterprises and generates additional employment in up-stream and down-stream businesses. In Maharashtra, GIC is focusing on potato and tomato cultivation practices and allied value chain development activities in Pune and Ahmednagar district.

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.

3 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.

4 Objective of MoU

- 4.1 The SMART project and GIZ have established this general agreement that both have mutual interests and benefits in encouraging and supporting institutional development, farmer welfare, and robust agricultural information, post-harvest management, marketing, and value chain systems within the State of Maharashtra.
- 4.2 The SMART project and GIZ 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 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 agricultural value-chains and bolster the Maharashtra Department of Agriculture's institutional capabilities to help small holder farmers in the state.

5 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 value-chain development.
- 5.3 Post-harvest management encompassing harvesting, handling, and in field storage technology and solutions for different crops including Tomato and Potato.
- 5.4 National and International exposure visits and knowledge exchanges.
- 5.6 Conduct skill development workshops and provide technical assistance towards promoting agricultural rural entrepreneurship 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 tomato and potato value chains and other selected commodity Stewardship Councils under SMART project.
- 6.0 Conducting studies in the area of post-harvest management, handling, packaging, logistic and storage to build further on available knowledge and infrastructure.
- 6.1 Transfer of technologies.
- 6.2 Any other area of technical collaboration mutually identified and determined.

6 Role of Parties

To achieve the above objective in a time-bound manner, both GIZ 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. This would include:

6.1 Capacity Development

- a) GIZ 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

- 6.2 Provide support and/or jointly conduct seminars, training workshops, conferences, publications and other such activities.
- 6.3 Undertake studies/research/documentation etc. in Maharashtra through Indian and international university students/professors or consultants for learning and knowledge development.
- 6.4 The two organisations agree to encourage, based on their operational capacity, technical knowledge and available resources, the above-mentioned activities, particularly to strengthen the tomato and potato value chains.
- 6.5 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.
- 6.6 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.
- 6.7 This general MoU shall be applicable to educational, research, extension, developmental and upscaling activities of both organisations involved in this MoU.
- 6.8 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.
- 6.9 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.

7 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.

8 Terms of MoU

The Parties agree that/to:

- a) Nominate contact person(s) to discuss and exchange important decisions.
- b) Any other point not covered within this MoU, will be mutually discussed for arriving at an appropriate decision based on mutual consensus.
- c) 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.

9 Project Steering Unit

A joint steering committee (JSC) shall be established to oversee and monitor the progress of the collaboration between GIZ 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:

- a) Nominees of the Project Director, SMART project
- b) Representatives of GIZ
- c) 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 under the Green Innovation Center programme in India.

10 Term of MoU

The Parties resolve that this MoU shall be effective until closing date of SMART project, from the date of the signing of the MoU. 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.

11 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.

12 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.

13 Entry into Force, Copies


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

Date-

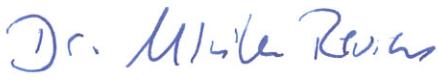

Place-

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>	<p>  Project Director State of Maharashtra's Agribusiness and Rural Transformation, (SMART) Project </p>

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>  </p>
<p>Mr Gerrit Qualitz Project Director, The Green Innovation Centres for the Agriculture and Food Sector in India, Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH. 38/43, 10th A Main Rd, Jaya Nagar 1st Block, Jaya Nagar East, Jayanagar, Bengaluru, Karnataka 560011</p>	<p>  </p>