



United States Department of Agriculture

MEMORANDUM OF UNDERSTANDING ON CAPACITY BUILDING CO-OPERATION

between the

**STATE OF MAHARASHTRA'S AGRIBUSINESS AND RURAL
TRANSFORMATION (SMART) SOCIETY OF THE MAHARASHTRA STATE
DEPARTMENT OF AGRICULTURE**

and the

U.S. DEPARTMENT OF AGRICULTURE FOREIGN AGRICULTURAL SERVICE

Regarding

TECHNICAL COLLABORATION FOR CAPACITY BUILDING ON VALUE CHAIN DEVELOPMENT AND MARKET LINKAGES OF AGRICULTURAL PRODUCTS

The State of Maharashtra's Agribusiness and Rural Transformation (SMART) Society of the State Department of Agriculture, hereinafter referred to as "Participant-I" and the U.S. Department of Agriculture Foreign Agricultural Service (FAS), hereinafter referred to as "Participant-II" collectively hereinafter referred to as "Participants"

Recognizing that FAS is the U.S. government entity responsible for carrying out overseas programs specifically related to the promotion and marketing of U.S. agricultural products to the world to enhance export opportunities and global food security;

Recognizing that the 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;

Recognizing that 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;

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



1. 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.
2. 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,
3. 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.

Acknowledging that Participant-I and Participant-II have mutual interest and benefit in encouraging and supporting institutional development, farmer welfare, and robust agricultural information, marketing, and value chain systems within the State of Maharashtra;

Have reached the following understandings:

I. Purpose

Participant-I and Participant-II seek to carry out activities of mutually determined technical, training, and information-sharing related cooperation 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 as follows:

1. Participant-I and Participant-II intend to 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.
2. Participant-II intends to explore offering skill development workshops and technical assistance towards promoting agricultural rural entrepreneurship initiatives in the project regions of Participant-I.
3. Participant-I and Participant-II intend to explore the use of digital innovations for monitoring and evaluation and other project interventions being implemented by Participant-I.
4. Participant-II intends to connect below (but not limited to) USDA agencies with the Maharashtra Department of Agriculture and Maharashtra Department of Marketing through Participant-I to potentially support these areas of cooperation:



- USDA-National Agricultural Statistics Service (NASS) - NASS may support the Maharashtra Department of Agriculture statistics wing's data management, analysis and planning activities along with the "MahaAgritech" cell.
 - USDA-Agricultural Marketing Service (AMS) - AMS may support the establishment of a Market Intelligence Cell in the Maharashtra Department of Agriculture and help train its staff. AMS may also help support for the establishment of Technical Cell in Maharashtra Department of Marketing.
 - USDA-Economic Research Service (ERS)- ERS may support the establishment of a Market Intelligence Cell in the Maharashtra Department of Agriculture and help train its staff.
5. Participant-II intends to help facilitate contact with commodity groups, agricultural associations, universities, research institutes, and other similar entities in and/or outside the United States, to support Participant-I's development of Stewardship Councils, and facilitate the import of technologies.
6. Any other area of technical collaboration mutually identified and determined.

II. Confidentiality

Information generated/shared pursuant to this Memorandum of Understanding (MOU) is expected to be treated in a confidential manner to the extent permitted by Participants' domestic law. The Participants recognize that each Participant is bound by its respective public laws and regulations involving the disclosure of information to the public.

III. Implementing and Funding Arrangements

Each Participant's participation in the cooperative activities under this MOU is subject to the availability of funds, resources, and personnel and is intended to be conducted in accordance with the laws and regulations of that Participant's government.

To implement the principles set out in this MOU, the Participants intend to enter into separate written arrangements with each other that detail the specific form and content of the cooperative activities, the responsibilities and rights of each Participant, and funding.

The financial costs of cooperative activities undertaken pursuant to this MOU are expected to be borne by Participant-I and if possible, complemented by resources offered by Participant- II.

Separate written agreements should be executed for specific work projects or activities that involve cost-sharing or the transfer of funds, services, property, or personnel between the Participants. Such projects and activities should be independently authorized by appropriate statutory authority and be contingent upon the availability of appropriated funds. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement should comply with all applicable statutes and regulations. Any such agreement should detail the cost estimates, timelines, and commitments of cooperative activities to be undertaken.



Arrangements and agreements should be negotiated in good faith and jointly developed by the Participants in each specific case.

VIII. Press/External Engagement

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.

The Participants acknowledge that, without prior review and written approval of the other Participant, neither Participant should issue a press release or otherwise make a public announcement concerning the subject matter of this MOU or make any statements on behalf of or concerning the other Participant to the press and/or any other person.

IX. Monitoring and Evaluation

Participants intend to implement a monitoring and evaluation (M&E) plan to track the progress and results for any potential cooperative activity/ies. This M&E plan is expected to include a results framework, monitoring plan, formal feedback mechanisms and an evaluation plan. This M&E plan should be used to ensure the accountability of the cooperative activity/ies by:

- i) tracking at regular time intervals the activities achieved (compare planned/versus achieved) and assess effects of both external factors and internal project operations;
- ii) assessing results (outputs), lessons learnt, and solutions to keep project on track.

X. Duration, Modifications, Discontinuation, and Other Provisions

Cooperation under this MOU is intended to commence upon signature by the Participants and is expected to continue for three years, after which the Participants may mutually determine to continue cooperation under this MOU for another period of time. The Participants intended to review this MOU six months prior to the end of the three-year term.

This MOU may be modified at any time or extended by a mutual written determination of the Participants.

A Participant may discontinue its participation in this MOU at any time, in which case it expects to provide thirty (30) calendar days' written notice to the other Participant of its intention to discontinue its cooperation under the MOU. In case cooperation under the MOU is discontinued, the Participants expect to continue to work together to conclude specific cooperative activities already in progress, unless the Participants expressly determine otherwise in writing.

If the Participants have differing views on how to interpret this MOU, they intend to present their differences to the other Participant in writing and determine an amicable resolution.



The specific terms of this MOU are not intended to preclude the development of future collaborative ventures or projects not mentioned in this document. Nothing in this MOU should be interpreted to prejudice or modify any existing understandings or agreements between the Participants.

This document does not create any binding obligations on either Participant under domestic or international law and as such does not obligate the Participants to agree to collaborative activities or to expend funds on or transfer funds for any particular project or purpose, even if funds are available. It serves only as a record of the Participants' current cooperation intentions. Before any of the potential activities/collaborations set out in this MOU are implemented, Participants should ensure that the activities will be accomplished in conformity with the domestic laws of each Participant.

This MOU is not intended to, and does not, create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a third party against the United States of America or the Government of India, their agencies, offices, or any person. Nothing in or relating to this MOU is to be deemed a waiver, express or implied, of any privileges, immunities, or defenses accorded to the Participants under U.S., Indian, international, or any other applicable law.

On behalf of the

**U.S. Department of Agriculture,
Foreign Agricultural Service**

On behalf of the

**State of Maharashtra's Agribusiness and
Rural Transformation (SMART) Society**

JUN 10 2021

Dated:

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