

महाराष्ट्र MAHARASHTRA

2021

BL 712400

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला आहे त्यांनी त्याच कारणासाठी तो स्टॅम्प & महिन्नाच्या आत वापर करावयाचा आहे.

दस्ताव्याप्रकार/ अनुच्छेद क्रमांक :

दस्ताव्या नोंदणी करणारा आहेत का :

नोंदणी होणार असल्यास दुय्यम निदेशक कार्यालयाचे नाव :

मिळकतीचे वर्णन :

मोबदला रकम :

मुद्रांक विकत घेणाऱ्याचे नाव व पत्ता :

दस्ताव्या पक्षकाराचे नाव :

दस्ताव्या असल्याचा नाव व पत्ता :

मुद्रांक शुल्क रक्कम :

मुद्रांक विक्री नोंद वही अनु. क्रमांक :

मुद्रांक विकत घेणाऱ्याची सही :

दस्ताव्यावरक मुद्रांक विक्रेत्याची सही/पत्ता/

परवाना क्रमांक

Green Innovation Centre India

Smart Project

Bhile

5000/-

1214 दि. 28/04/2022



The Pune Lawyers Consumer's
Co-op Society Ltd., Pune-8
LIC. No. 2201111

Memorandum of Understanding

Between

KOB - Kompetenzentrum Obstbau Bodensee (Center of Excellence for Fruit Cultivation, Lake Constance, Ravensburg-Bavendorf, Germany)

Represented by: The Managing Director, Competence Centre for Fruit Production in the lake Constance Region (KOB) Schuhmacherhof 6, Ravensburg, Baden- Württemberg 88213, Germany

And



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**

And

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**

Hereinafter, KOB, SMART and GIZ 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 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. GIZ is playing facilitators role in collaborating international organisation KOB with SMART project. KOB is a Germany based research institute organized as non-profit foundation under private law in fruit production 2001, having expertise in fruit research.

Why an MoU is essential for attaining project objective?

GIZ cooperates 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, KOB 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 post-harvest management.



2. Partners Profile-

2.1 SMART Project 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:

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.

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,

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.

2.2 KOB Profile-

The Kompetenzzentrum Obstbau Bodensee KOB (Center of Excellence for Fruit Cultivation, Lake Constance) situated in Ravensburg-Bavendorf is a research institute organized as non-profit foundation under private law in fruit production since 2001. More than 50% of the budget is public money. Buildings, research area, laboratory belongs to the government.

The KOB research institute is situated in Lake of Constance region north of the Alpine mountains, one of the greatest fruit production areas in Germany. Principal task of the research station KOB is promoting fruit business in the fruit growing region of Lake Constance. KOB has a staff of 70 employees working on 56 ha research fields, 200 sqm well equipped science labs and modern storage facilities for trials and for consulting service. The KOB serves as a central key stone within innovation partnership between basic and applied science, extension, industry to practical work in farmers orchard and activities of the producer organizations. Important activities are trials and research for industrial companies (chemicals, machines etc.) which provide fruit farmers with production goods.

An considerable part projects are done within international cooperation with other fruit research institutions using international programs. There are several cooperation agreements with research stations and universities.



2.3 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 we are a public-benefit federal enterprise, German and European values are central to our work. Together with our 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.

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 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

- 3.1 The SMART project, KOB and GIZ have established the general agreement that all have mutual interests and benefits in encouraging and supporting farmers, farmers institutions etc in the area of post-harvest management within the State of Maharashtra.
- 3.2 The SMART project, KOB along with 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.

3.3 The SMART project, KOB 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 cooperation in the area of post-harvest management 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.

4 Scope of MoU

These may include, not limited to, one or more, the following areas of technical support, expertise and knowledge sharing, research / studies, exchanges and capacity development. This MoU is purely non-financial, however, whenever financial expenses will involve SMART would follow World Bank guidelines and procurement methods, contracts etc.

- 4.1 Undertake in a mutually understood way and manner an audit and assessment of current post harvest management infrastructure and techno-commercial management expertise in representative districts and locations in Maharashtra, to identify the need-gaps and opportunities for upgradation and capacity building.
- 4.2 The assessment study will be conducted in two to three districts in the Maharashtra, selecting a limited number of locations and facilities that represent different technologies and management capacities and other relevant parameters (including age of infrastructure), available in the state.
- 4.3 Organise an exposure visit to Germany of key stakeholders representing the SMART project.
- 4.4 This visit would expose the visitors to a wide range of modern storage technologies in the agri value chain, agriculture markets and new developments taking place in Germany. This would be also lead to extensive interactions with German Cooperatives (especially on the management of storage technologies and collective marketing of the produce) as well as a number of representative German private sector companies offering storage solutions.
- 4.5 Undertake Joint assessment of current infrastructure and expertise available in Maharashtra and the overall needs and goals of SMART.
- 4.6 Provide recommendations and technology for- upgrading existing technologies; upgrading or up-skilling techno-commercial expertise and organisational management expertise
- 4.7 The two parties may then jointly agree to implement and test suitable models for appropriate storage solutions.
- 4.8 At a subsequent stage of this cooperation, KOB's expertise and services may be engaged by SMART to develop and provide customised training and capacity building support (including training and capacity building support in the management of storage technology and infrastructure) to the project staff, Department of Agriculture staff and other stakeholder involved in post-harvest handling and storage on technology.
- 4.9 Any other areas of technical collaboration mutually identified and determined.

5 Role of Parties

SMART Project:

1. The SMART project shall share and deploy its knowledge and resources (infrastructure, facilities, financial resources and field staff) to support joint programmes like-
 - a) Allow access and provide relevant information needed by KOB to conduct the assessment study of representative post-harvest infrastructure and management capability.
 - b) Exposure visits (International travel expenses, excluding foreign local costs involved)
 - c) Technology implementation
 - d) Training and capacity building of project and department staff.

2. Provide support and/or jointly conduct seminars, training workshops, conferences, publications and other such activities.
3. Identification and technical assessment of suitable technology with the help of service providers best suited to Maharashtra conditions within scope of SMART project.
4. Support in testing and implementing the technology in Maharashtra as per guidelines of the SMART project.
5. 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. Jointly monitor the progress of this collaboration/ sub-project, take joint corrective measures and provide feedback to other stakeholders.
7. This MoU is purely non-financial, however, whenever financial expenses will involve SMART would follow World Bank guidelines and procurement methods, contracts etc.

KOB -

1. Undertake assessment study in Maharashtra to assess the need of post-harvest physical infrastructure upgradation, identify areas of improvement, assessment of current management practices, technologies etc.
2. Assess and define the sample, sample size, methodology for the study and proposed outputs.
3. Bring their institutional expertise to undertake the assessment study and/ or collaborate with suitable Indian institutions for conducting the study.
4. Joint assessment of current infrastructure and expertise available in Maharashtra and the overall needs and goals of SMART project.
5. Design and organise the exposure visit of SMART officials, key stakeholders etc on current and future post-harvest technologies in Germany and management expertise guided by KOB. Showcasing the technology, interaction with users and experts, local visits, *local planning and expenses will be bear by KOB.*
6. Offer recommendations on specific upgradation, improvement, changes to the storage infrastructure and management capacities and skills, in line with the requirements of SMART project, overall infrastructures.
7. The two parties may jointly agree to test suitable models for appropriate storage solutions. This can be implemented under KOB's supervision and guidance.
8. KOB's expertise and services may be engaged by SMART to develop and provide customised training and capacity building support (including training and capacity building support in the management of storage technology and infrastructure) to the Department of Agriculture staff and other stakeholder involved in post-harvest handling and storage technology.

GIZ -

1. Facilitate collaboration between KOB and SMART project.
2. Establish a Steering committee with representatives from the three organisations. Coordinate the cooperation between SMART and KOB.
3. Provide support in conducting seminars, training workshops, conferences, publications and other such activities.
4. Jointly monitor the progress of the sub project developed under this collaboration and provide feedback to concerned 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:

- 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.

8 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 KOB

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).

9 Term of MoU

The Parties resolve that this MoU shall be effective until the closing date of the 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.

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 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.

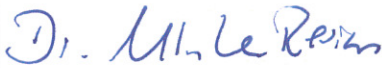
On behalf of SMART

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

On behalf of KOB

Name and Designation	Signature and date
Dr. Manfred Büchele Managing Director Competence Centre for Fruit Production in the lake Constance Region (KOB) Schuhmacherhof 6, Ravensburg, Baden- Württemberg 88213, Germany	

On behalf of GIZ

Name and Designation	Signature and date
Dr. Ulrike Reviere Country Director, GIZ India. Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH 46, Paschimi Marg, Vasant Vihar, New Delhi 110057, India	
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	