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IN-DL47115927143871T 16-Feb-2021 11:42 AM IMPACC (IV)/ dl948903/ DELHI/ DL-DLH SUBIN-DLDL94890396197254913974T NAFED Article 5 General Agreement Not Applicable 0 (Zero) NAFED LAL BAHADUR SHASTRI NATIONAL ACADEMY OF ADMINISTRATION NAFED 100 (One Hundred only)

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lease inform the Competent Authority.

NAFED 60 Years in Service



#### Memorandum of Understanding

THIS MoU is made and entered into at New Delhi on this 18th day of February 2020 BY and BETWEEN:

National Agricultural Cooperative Federation of India Ltd., an apex level Cooperative Marketing Organization, registered under Multi State Cooperative Societies Act, 2002, having its Head Office



Dr. Milind Ramteke, Cooperatives & Livelihood National Academy of Administration FOX pp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock alls on this Certificate and as available on the website / Mobile App renders it invalid. egitimacy is on the users of the certificate. Mussoorie (Uttarakhand) Bahad

at Nafed House, Siddhartha Enclave, Ashram Chowk, New Delhi-110014, (hereinafter referred to as the "NAFED" which expression shall unless excluded by or repugnant to the subject or context or meaning thereof be deemed to mean and include its representatives, nominees, affiliates, successors in business and permitted assigns.) of the first part

#### AND

Lal Bahadur Shastri National Academy of Administration, Mussoorie, represented by the Director, a premier training institution for the civil services in India under the Department of Personnel & Training, Government of India. (Hereinafter referred to as the "LBSNAA" which expression shall unless excluded by or repugnant to the subject or context or meaning thereof be deemed to mean and include Center for Cooperatives and Livelihood (CCL) represented by the Center Director under LBSNAA.) of the Second part.

The above two organizations hereinafter jointly referred to as "the Parties".

#### 1) The objective of the Memorandum of Understanding (MoU)

The objective of the MoU is to establish cooperation between the parties. It marks the formal commitment of both institutions to explore practical approaches for creating a mutually beneficial relationship in order to enhance the capacities of functioning.

#### 2) Areas of Cooperation

2.1. The Center for Cooperatives and Livelihood (CCL) at LBSNAA will provide advocacy, research support, technical and handholding assistance and capacity building services to the NAFED and its stakeholders in the various areas of policy, strategy, governance, leadership, organizational effectiveness, management, evaluation studies, training and capacity building ; etc. for NAFED on need-based and mutually agreed on terms. Indicative areas of the association include the following:

- a) Customized Capacity Building Programmes with 'International Immersion' component for the top officials of NAFED, Cooperative Societies of India wherein the cost of International Component will be borne by NAFED/ concerned Cooperative.
- b) Customized Management and Leadership Programmes focusing on Agri-Business, Cooperatives and Rural Management for Civil Services and IAS officials undergoing Induction and Mid Carrier Training Programme at LBSNAA.
- c) Development of Business Plan: Comprehensive analysis of the current business model of NAFED and proposing Growth areas for the future (10-year business forecast).
- d) Development of Case study on turnaround of NAFED.
- Long term collaboration including special lectures, internships and exposure visits to the various successful agri based cooperative projects and best practices in India and abroad.



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- f) Short term and long term training programmes/module at the premises of both the parties for NAFED officers and stakeholders on topics of mutual interest such as Government Policies and Priorities, International Marketing, IT in Management, Human Resources Management, Legal Issues, etc.
- g) Workshops/Seminars/Conferences on use of latest technologies and best practices in the agriculture and cooperative sector to be conducted at LBSNAA, Mussoorie and New Delhi as per administrative convenience of both institutions.
- h) Regular interaction of Faculty, Research Associates, Experts as well as collaborative applied studies and developing strategic policy papers in the areas of mutual interest in agriculture business promotion, international marketing, communication, finance, governance, public administration, administrative law as well as new and emerging technologies in the agriculture marketing sector, etc.
- Co-operate and work for development and promotion of research collaborations in subjects/areas of mutual interest resulting in grant of certificates to participants / officers.
- j) Need-based, third party assessments, concurrent monitoring and impact evaluation of various schemes, programmes and projects.
- k) LBSNAA will take technical and expertise support from various national and international organizations/ institutions in the sector of cooperation for capacity building, training and research in the field of cooperation.
- I) LBSNAA, will engage with distinguished Fellow/Professors/Research Associates in the field of Cooperation and Agriculture and technical & support staff required to carry the day to day administrative and research work under the Center for Cooperatives and Livelihood (CCL), on specific task basis and anytime not exceeding one year at a time which may be extended at the discretion of the Director of LBSNAA for another one year after which there shall be mandatory break of three months before the next engagement.

2.2. NAFED has contributed Rs. 5.00 Cr (Rs. Five Crore only) to LBSNAA's corpus to design and deliver capacity building interventions and advisory services in the area of agriculture and agribusiness promotion with an objective of doubling the farmer's income by 2022. LBSNAA has agreed to provide the training to maximum 10 employees of NAFED in a year. NAFED may nominate these participants in any of the one week announced training programs of LBSNAA without any fees including free boarding and lodging.

2.3. Such training programmes, projects and activities will be planned and formalized in advance as and when opportunities for the same arise and will be scheduled, based on mutual convenience, need and mutually agreed Terms of Reference (ToR). Such training programmes, projects and activities will be planned and formalized in February/March each year before the beginning of the new financial year.



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Dr. Miliha Ranteke, IAS re Director 3 Centre fo atives & Livelihood al Bahadur Shashtri National Academy of Administration Mussoorie (Uttarakhand)

#### 3) Review of Events and Activities

3.1. The programme and activities arising out of the MoU shall be reviewed as may be mutually agreed upon by the Parties. The views and convenience of the competent authorities concerned of the Parties would be the guiding factors for deciding the scope, venue, timing and duration of such reviews.

3.2. Each Party shall identify a specific contact person from time to time to develop specific operational arrangements and agreements under this MoU, facilitate implementation and/or monitor the progress in respect thereof.

#### 4) Tenure of the MoU

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This MoU shall come into effect from the date of signature and shall remain in effect for a period of **ten** (10) years. Thereafter, it will be renewable by mutual written consent of the Parties, unless either Party terminates it by giving written notice of its intention to terminate it to the other Party at least three months in advance. Termination of the MoU shall not affect the implementation of any ongoing programme and/or activity undertaken within the framework of the MoU.

#### 5) Further Cooperation

This MoU is signed in good faith as an indication of the sincere intention of the Parties to build upon and develop the already existing mutual respect and confidence they have for and in each other. Specific understandings with regard to this MoU would be arrived at in the shape of separate agreement between the parties which shall contain finer details qua the implementation of obligations under this MoU.

#### 6) Terms of the MoU

6.1. The terms of cooperation for each specific training programme and/or activity arising out of this MoU shall be mutually discussed on case to case basis and agreed upon separately in writing by the parties prior to the initiation of such programme and/or activity. By mutual consent, this MoU by itself shall not have any legal or financial obligations or implications for the Parties.

6.2. Any amendment to this MoU may be made by the Parties by mutual consent, during the validity of the MoU.

7) Place of Execution of MoU: The execution of this MoU will be completed only its execution by the NAFED through its authorized signatory at the registered office at New Delhi after the copies duly executed by the LBSNAA is received by NAFED. Hence, this agreement shall be deemed to have been executed at New Delhi even if the LBSNAA has prior thereto executed this agreement at any place(s) other than New Delhi.

#### 8) Applicable Law Jurisdiction and Dispute Resolution:

8.1. This MoU shall be constitute and the legal relation between the parties hereto shall be determined and governed according to the laws of Republic of India and only courts at High Court of



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Delhi shall have the jurisdiction in all matters arising out of /touching and/or concerning this MoU and parties to this MoU agree to irrevocably submit to the exclusive jurisdiction of those courts for purposes of any such proceeding. The aforementioned exclusive and irrevocable jurisdictions of aforesaid courts are irrespective of place of occurrence of any cause of action pertaining to any dispute between the parties.

8.2. All or any disputes arising out of interpretation, implementation or application of this MoU including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act of 1996(as amended up to date) or any statutory amendments/modifications thereof for the time being in force. The seat and venue of the arbitration shall be at New Delhi India and language of arbitration shall be English.

8. <u>Execution</u>: This MoU has been approved by the Competent Authority of Nafed vide approval dated 17.02.2021 in the file No.HO/HRD-TRG/LBSNAA/2020-21 and same is being executed for and on behalf of NAFED through the Executive Director, Shri A K Rath. This MoU is being signed on behalf of LBSNAA through its Deputy Director, Dr. Milink Rameteke who has duly been authorised by the Director, LBSNNA vide ACM resolution /Authorization Letter dated .I. Acceleration which is annexed herewith as annexure.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Parties, have signed the MoU.

Signed on 18th February, 2021 at 10.30 AM in two originals in the English language.

(A K Rath)

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Signed on behalf of NAFED, New Delhi A. K. RATH Executive Director (Pres.) National Agricultural Cooperative Marketing Federation of India Ltd. NAFED House, Siddhartha Enclave Ashram Chowk, New Delhi-110014.

(Dr. Milink Ramteke) Signed on behalf of LBSNAA, Mussoorie

Dr.<sup>\*</sup> Milind Ramteke, IAS Centre Director Centre for Cooperatives & Livelihood Lal Bahadur Shashtri National Academy of Administration Mussoorie (Uttarakhand)

Witnesses 1. Auguka Chrikara, Manger (Pen.) & Alepika 2. Spidhar Vishwanath Hidhus 18/02/2021