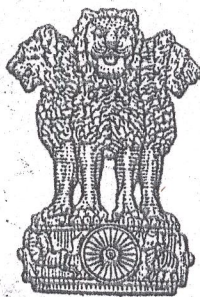


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MEMORANDUM OF UNDERSTANDING

This Memorandum of UNDERSTANDING (MoU) is made on the day 4th of the month of October, 2006 at New Delhi

By

And

BETWEEN

AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY, having its registered Office at 3rd Floor, NCUI Building, 3 Siri Institutional Area, August Kranti Marg, New Delhi-110016 and being represented through its Secretary, Mr. R.P. Gautam, (hereinafter called "APEDA", which expression shall where the context so admits include its successors and permitted assignees) of the ONE PART

AND

INDIRA GANDHI NATIONAL OPEN UNIVERSITY, MAIDANGARHI, NEW DELHI-110068 represented through its Registrar, Mr D.K. Tetri, (hereinafter referred to as IGNOU which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors in office and assignees) of the OTHER PART:

[Signature]

[Signature]

COLLECTIVELY REFERRED AS PARTIES:

WHEREAS IGNOU is an autonomous University established by an Act of Parliament with a view to democratizing education and disseminating knowledge through novel techniques and methodologies for the benefit of large section of society within the country and other developing countries.

WHEREAS APEDA is an autonomous statutory authority, promoted under the stewardship of the Ministry of Commerce, Government of India, to promote linkages between domestic producers/exporters and global markets of the agricultural and processed products. APEDA is a national organization developing an international reach for exports facilitating knowledge extension with clear focus on the agricultural and food produces/products of the country.

WHEREAS the Parties are aware of increasing importance of the country's agricultural exports and imports due to advent of new opportunities and challenges, and are desirous to contribute to the development of export facilitating level human resource-in this area by offering knowledge providing and empowering education and training to the potential and actual stakeholders in agricultural exports for their skill development and subsequent certification.

AND WHEREAS IGNOU and APEDA wish to enter into an agreement (hereinafter referred to as "this MoU") for the purpose of cooperating in the designing, developing and implementing of IGNOU-APEDA Agricultural Exports Related Educational Programme Development Project (AEREPDP) for the benefit of potential seekers.

Hence both the parties have deliberated, negotiated and agreed upon the terms and conditions as hereunder:

1. OBJECT:

The objective of this Agreement is to contribute to the development of appropriate human resource to aid in the areas of agricultural exports through joint design, development and implementation, by IGNOU and APEDA, for extension of education programme(s) for agricultural exports supporting (hereinafter referred to as "the Programme(s)").

2. JOINT COORDINATION & IMPLEMENTATION COMMITTEE (JCIC):

There shall be a Joint Coordination & Implementation Committee (hereinafter referred to as "JCIC") which

- a) Will have the Vice Chancellor of IGNOU (or his/her nominee) and the Chairman of APEDA (or his/her nominee) as the Steering Guides of the Committee.

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[Handwritten Signature]

- b) Besides the two Steering Guides, the Committee will have 4 (four) more representatives (two nominated by each Party).
- c) Will determine the format of the program(s) and facilitate developing of the program(s) upon the recommendations of the parties to this Agreement.
- d) Make out the schedule (duration of the Course) of the study program(s).
- e) Lay down guidelines for preparation of course materials for different groups.
- f) Will decide *modus operandi* for subsequent popularization of the program(s).
- g) Will undertake further development of the programs etc. and also shall draw out the budget for expenditure and decide the responsibilities of two signatories of the agreement.
- h) The nominees to the JCIC shall be for a period of two years. However, they could be changed/re-nominated at the discretion of the nominating organization.
- i) The Committee shall meet at the invitation or authorization of the Steering Guides or at the request of one of the parties to the Agreement. A quorum of at least four members shall be required for the conduct of the business.

3. VALIDITY & RENEWAL:

Unless otherwise terminated by written agreement between the Parties, or in terms of this Agreement, this Agreement will remain in force for three years from the date of signing of this agreement and may be renewed by mutual consent.

4. TERMINATION:

Notwithstanding the provisions of Clause 3, either party shall be entitled to terminate this Agreement immediately and without further notice in the event of the other party committing a material breach of the terms and conditions of this Agreement, and failing to remedy such breach within 60 (Sixty) days after receipt of written notice calling upon such party to remedy the breach complained of.

However, either party may terminate it by providing the other party with three calendar months advance notice. Such termination shall take effect at the end of the three-month period or the end of the program(s) in progress at the time, whichever shall occur later.

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5. FINANCE/BUDGET:

APEDA shall bear the cost of development of three program(s), namely (1) an Awareness Programme in Good Agricultural Practices, (2) a Diploma Programme in Organic Farming, and (3) A Post Graduate Diploma Programme in Food Safety and Certification for an agreed amount totalling Rs 1.25 crores (Rupees one crore and twenty five lakhs only), and IGNOU with its background in developing and dissemination of open distance learning educational programmes would develop the specified courses.

The amount of this allocation would be released by APEDA in four equal installments to IGNOU to be spent on activities related to the development of the courses and related administrative expenses for the project. And in case the MOU is terminated by APEDA before the completion of the project, IGNOU is not liable to refund the appropriated amount. However, if the project is terminated at the instance of IGNOU, IGNOU will be liable to refund the appropriated amount to APEDA.

6. TENTATIVE PERIOD OF PROJECT:

This three initially agreed programmes would be taken up simultaneously and the project completed before this agreement's duration of 3 (three) years.

- 7. Both the parties will strive and cooperate to launch the Awareness Programme on Good Agricultural Practices in July 2007 and the Certificate Programme in Organic Farming and PG Diploma in Food Safety and Certification in January 2008.
- 8. The modus of implementing the project and its follow-up will be determined by the two Parties. The two parties may also by mutual consent make necessary modifications in the actual allocation and appropriation of the allocated overall funds if smooth running of the project so demands.
- 9. Appropriate infrastructure for smooth running of the project would be made at the School of Agriculture in the IGNOU Campus. By placing half of the allocation under the 'Institutional Charges' head for this purpose, facilities like website, computers, printer, communication connectivity, essential office furniture and stationary etc will be set up for smooth implementing of the project.

10. REPRESENTATION & WARRANTIES:

The parties hereby represent and warrant to each other that:

- a) They are duly established and existing under the laws of jurisdiction stated against their name in this Agreement and have the legal power and authority by virtue of statute/resolution, to sign this Agreement, perform

and comply with their respective duties and obligations under this Agreement.

- b) This agreement constitutes legal, valid and binding obligations enforceable:
 - i) against each party in accordance with the terms hereof: order or decree or regulation of any court, Government instrumentality of functions;
 - ii) under any other documents or to the best of their knowledge any indenture, contract or agreement to which they are a party or by which they may be bound;
- c) There are no actions, suits, writs or proceedings pending, to the best of their knowledge, against them before any court, governmental instrumentality or arbitral tribunal or quasi-judicial authority that restrain them from performing their duties and obligations under this agreement: and
- d) No representation or warranty made herein contains any untrue statement based on the facts and circumstances.

11. COPYRIGHT:

All copyrights and intellectual property in the course material (print, audio, video) developed under this agreement shall be equally shared by IGNOU and APEDA. Both the parties will be free to use and sub-license the material so produced under this MOU after informing the other party.

12. WAIVER:

Any law restraining the validity and enforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions. The remaining provisions of this Agreement shall remain in full force and effect, unless the invalid or unenforceable provision comprises an integral part of or otherwise is inseparable from the remaining Agreement. In such a case, the parties to this Agreement shall attempt to agree on a provision, which is valid and enforceable and similar to the original provision.

13. FORCE MAJEURE:

(a) The parties to this MoU shall not be liable to each other for failure or delay in the performance of any of its obligations under this MoU for the time and to the extent such failure or delay is caused by riots, civil commotions, wars, hostilities between nations, government laws, orders or regulations, embargoes, actions by the government or any agency thereof, act of God, storms, fires, accidents, strikes, sabotages, explosions, or other similar or different contingencies beyond the reasonable control of the respective parties to this MoU.

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- (b) In the event that either party is, wholly or in part, prevented from or hindered in carrying out or observing any of the terms or conditions of this MoU for any cause set forth in (a) above, such party shall give written notice to the other party by the most expeditious means as soon as possible after the occurrence of the cause relied on, giving full particulars of the reason for such prevention or hindrance, and the parties shall in good faith consult each other and take necessary measures for the resolution of the affairs so prevented or hindered.

14. MATTERS NOT PROVIDED FOR:

If any doubt arises as to the interpretation of the provisions of this Agreement or as to matters not provided therein, the parties to this Agreement shall consult with each other for each instance and resolve such doubts in good faith.

15. AMMENDMENTS:

No amendment or change hereof or addition hereto shall be effective or binding on either of the parties hereto unless set in writing and executed by the respective duly authorized representatives of each of the parties hereto.

16. SETTLEMENT OF DISPUTE:

If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this agreement or out of the breach, termination or invalidity of the agreement thereof, the Parties shall resolve them by resort to the following in order so mentioned:

- (i) Parties shall attempt for a period of 30 days after receipt of notice by the other Party of the existence of a dispute to settle such dispute in the first instance by mutual discussions between the Parties.
- (ii) If the dispute cannot be settled by mutual discussion within 30 days period provided, the dispute shall be referred to arbitration to be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.
- (iii) The arbitration proceedings shall be conducted in the English language. The venue of Arbitration shall be New Delhi.
- (iv) Each Party shall bear the costs of its nominee Arbitrator. The cost of the Presiding Arbitrator shall be shared by the Parties.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement and executed by their respective duly authorized representatives on the day and year first above written.

For and on behalf of IGNOU .

For and on behalf of APEDA

Dalip Kumar Tetri

(Dalip Kumar Tetri)

Registrar / Authorized Officer

इन्दिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
विद्यानगरी, नई दिल्ली-110058
New Delhi-58

R.P. Gautam

(R.P. Gautam)
Secretary, APEDA
Authorized Officer

In the presence of :

In the presence of :

R.K. P... ..

(R. K. P... ..)

APC DFI