

महाराष्ट्र MAHARASHTRA

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ZN 852589

MEMORANDUM OF UNDER STANDING

(Herein after referred to as "MOU") is made on this 16 th day of July, 2022 at CICR, Nagpur.

BY and BETWEEN

ICAR-CENTRAL INSTITUTE FOR COTTON RESEARCH, NAGPUR

A Constituent Unit of Indian Council of Agricultural Research, KrishiBhawan, New Delhi – 110012

(Herein after referred to as "ICAR-CICR")

WHEREAS ICAR-CICR, Nagpur is engaged in the research and development of cotton crop

AND

M/s. Isha Agro Sciences Pvt. Ltd.

A private organization involved in production and marketing fertilizer for agriculture office at

Sr.No.17/2C, Ashwmedh Bunglow

Ambedkar Chowk, Shahanu Patel School Road Warje, Pune-411058

(Herein after referred to as ISHA AGRO)

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ISHA AGRO is an Indian Non-Government Company. It is private company and fertilizer Company wholly owned by shares Involved in manufacture and marketing of agriculture fertilizer like Prophite and PSAP.

NOW, THEREFORE, in consideration of the mutual convenants and promises here in after contained, which the Parties acknowledge to be good and sufficient consideration, the Parties hereto have agreed and do hereby agree as follows:

OBLIGATIONS OF ICAR-CICR, Nagpur

- 1. The detailed sponsored project objectives, technical program, treatment, observation to be recorded. Budget details are given in the proposed project **Annexure-1**
- 2. **ICAR-CICR** will provide the validated impact of Potassium Salt of Active Phosphorus (PSAP) fertilizer grade by foliar spray in Bt hybrid cotton.

OBLIGATIONS OF ISHA AGRO SCIENCES PVT. LTD., PUNE

- 1. ISHA AGRO is expected to release the budget in an advance.
- 2. **ISHA AGRO** is expected to deliver the required fertilizer inputs under test timely at the door step of ICAR-CICR, Nagpur.

REPORTS, RECORDS AND AUDITING

- 1. The parties shall, in accordance with well-established principles of accounting, maintain true accurate, clear and complete record of all the activities undertaken under this MOU.
- 2. A Party shall upon being requested by the other furnish the details requested and also permit ICAR-CICR, Nagpur to make copies or abstracts from books or records maintained in connection with the subject matter of this MOU.
- 3. A party shall permit the other or its duly authorized representative on reasonable prior notice to examine. Scrutinize and inspect all the above said books and records for the purpose of determining whether a party is complying with the terms of this MOU.

TERMS AND TERMINATION

- 1. The MOU shall be valid from the effective date for a period of 1 (one) year and it may be extended as per the requirement of both parties.
- 2. Notwithstanding anything to the contrary contained herein, any termination of this MOU shall not affect the rights and obligations that accrue to a party in accordance with this MOU.
- 3. The parties may terminate this MOU by mutual agreement.

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GENERAL PROVISIONS

- During the agreement both parties shall promptly disclose to each other in writing, all and any improvements or modifications made on the PRODUCT. All such improvements / modifications shall then form an integral part of the PRODUCT.
- 2. These presents shall not be constructed as a warranty by the **ICAR-CICR**, Nagpur of the novelty, utility, salability and workability of the PRODUCT.
- 3. This agreement shall be the sole repository of the term and conditions agreed to herein by and between the ICAR-CICR, Nagpur and ISHA AGRO, Pune and no amendment thereof shall take effect and be binding on either of them.

ACKNOWLEDGEMENT

ICAR-CICR, Nagpur will duly acknowledge. All publications will carry due acknowledgement of sponsoring agency.

FORCE MAJEURE

Neither party shall be held responsible for the non-fulfillment of their respective obligations under this agreement due to the exigency of one or more of the force measures events such as but not limited to acts of God, War, Flood, Earthquakes, Strikes, Lockouts, Epidemics, Riots, Civil Commotion etc. provided on the occurrence and cessation of any such event the party affected thereby shall give a notice e in writing to the other party within one month of the such occurrence or cessation. If the force measure conditions continue beyond 6 months. The parties shall jointly decide about the course of action.

NOTICES

All the notices and other communications required to be served on **ISHA AGRO** under the terms of this agreement, shall be considered to be duly served if the same shall have been delivered to, left with or posted by registered mail to **ISHA AGRO** at its last known address of business. Similarly, any notice to be given to ICAR-CICR, Nagpur shall be considered as duly served if the same shall have been delivered to left or posted by registered mail to **ICAR-CICR** with the registered address at Nagpur.

AMENDMENTS TO THE AGREEMENT

 No amendment or modification of this agreement shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment of this agreement.

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2. Modifications changes shall be effective from the date on which they are made executed unless otherwise agreed to.

ASSIGNMENT OF THE AGREEMENT

The rights and / or liabilities arising to any party to this agreement shall not be assigned except with the written consent of the other party and subject to such terms and conditions as may be mutually agreed upon.

SEAL OF THE PARTIES

This agreement has been executed in two originals one of these has been retained by ICAR-CICR, Nagpur and the other Isha Agro Sciences Pvt. Ltd., Pune.

IN WITNESS WHEREOF the parties here to have signed this agreement the day, month and year mentioned here in before.

For and on behalf of

ICAR-CICR, Nagpur

Dr. Y.G. Prasad

Director

DIRECTOR

ICAR-CICR, Nagpur

For and on behalf of

Isha Agro Sciences Pvt. Ltd., Pune.

Prashant Nandargikar

Founder Director

Isha Agro Sciences Pvt. Ltd., Pune.

Witness:

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