



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Puducherry

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 Unique Doc. Reference : SUBIN-PYPY400070328010068054863W
 Purchased by : NABARD
 Description of Document : Article 5 Agreement or Memorandum of Agreement
 Property Description : AGREEMENT
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : NABARD
 Second Party : PAJANCOA AND RI KARAIKAL
 Stamp Duty Paid By : NABARD
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write or type below this line

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Agreement") made at KARAIKAL, the 12th day of MAY, 2024 BETWEEN

National Bank for Agriculture and Rural Development, a body corporate established under an Act of Parliament, viz., National Bank for Agriculture and Rural Development Act, 1981 and having one of its Regional Offices at No.48, Mahatma Gandhi Road, Nungambakkam, Chennai-600034, (hereinafter referred to as "NABARD" which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) of the **FIRST PART**

AND

Pandit Jawaharlal Nehru College of Agriculture and Research Institute [PAJANCOA & RI] and having its registered

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Statutory Alert:

1. The authenticity of the stamp should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding Corporation of India.
 2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
 3. It is the responsibility of the users of the certificate in checking the legitimacy is on the users of the certificate.
 4. In case of any discrepancy please inform the Competent Authority.

THE DEAN
PAJANCOA & R.I,
KARAIKAL-609 603

office at No. 10, Main Road, Serumavilangai, Nedungadu (Post), Karaikal – 609603, UT of Puducherry (hereinafter referred to as the "**Institution**" which expression shall, unless repugnant to the context or meaning thereof, means and include its successors and assigns) of the **OTHER PART**

NABARD and Institution shall hereinafter, where the context permits, be referred to individually as "**Party**" and collectively as "**Parties**".

WHEREAS

1. NABARD, under Section 38 of NABARD Act, 1981, is authorized to inter alia provide funds for promoting innovative and feasible concepts/projects and transfer of technology for enhancing production and productivity in agriculture and allied sectors.
2. NABARD, with an objective of promoting innovations in agriculture and allied sectors and supporting other interventions for sustainable agricultural practices, including improved income opportunities etc., has constituted a fund called the "Farm Sector Promotion Fund (FSPF)".
3. NABARD has issued operational guidelines for providing funds from FSPF. ("**Operational Guidelines**").
4. INSTITUTION has submitted their application dated 18.11.2022 to Tamil Nadu Regional Office ("RO") of NABARD, having office at Chennai in accordance with the Operational Guidelines.
5. NABARD has on their application being found suitable by the Projects Sanctioning Committee constituted by the RO of NABARD concerned, for the purpose, accepted the application for financial support from FSPI: and has further agreed to provide grant assistance to the Institution, subject to compliance with the Operational Guidelines, the sanction letter and the terms and conditions hereinafter appearing.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT

In consideration of NABARD agreeing to provide financial assistance to the Institution for the purpose for which the said financial assistance is provided, the Parties agree, record and confirm the terms and conditions hereinafter appearing.

1. INTERPRETATION

In this Agreement, unless the context otherwise requires:

- a. The recitals shall be construed as part of this Agreement.
- b. Any reference in this Agreement, to this Agreement or any other agreement or document shall be construed, without limitation, as a reference to this Agreement or, as the case may be, such other agreement or document, in each case as the same may have been, or may from time to time be, amended, varied, novated, acceded to or supplemented and any reference to any statutory provision shall include such provision and any regulations made thereunder and any statutory re-enactment, modification or replacement thereof;
- c. In the event of any disagreement or dispute between NABARD and the Institution regarding the materiality of any matter including of any event, occurrence, circumstance, change, fact, information,




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document, authorization, proceeding, act, omission, claims, breach, default or otherwise, the opinion of NABARD as to the materiality of any of the foregoing shall be final and binding on the Institution.

- d. Unless otherwise specified, whenever any payment to be made or action to be taken under this Agreement, is required to be made or taken on a day other than a Business Day, such payment shall be made, or action be taken on the immediately preceding Business Day.

2. TERMS AND CONDITIONS

2.1. The terms and conditions contained in Sanction letter No.NB (TN)/ 153/ FSPF DPR – 002/ 2023-24 dated 26th March 2024 and its Annexures will be part and parcel of this Agreement.

2.2. Tenure of the Agreement: The agreement shall be valid for period of three years from the date of sanction letter, unless mutually agreed otherwise by the Parties in writing.

3. ROLE OF NABARD

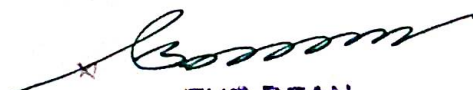
- (a) NABARD has agreed to sanction grant assistance for an amount not exceeding Rs.23,74,000/- (Rupees Twenty three lakhs seventy-four thousand only) to the Institution. NABARD will route the grant assistance ("Grant") for the innovation/ sanctioned project through the RO concerned as per the Operational Guidelines.
- (b) Release of Grant: The Grant will be released in the following manner.

Sr. No.	Particulars	Release (%)
1.	On acceptance of terms and conditions of sanction and one month before the commencement of the programme	20
2.	During the course of implementation (as per the needs/ satisfactory progress of the project, in suitable instalments)	60
3.	On completion of the project and submission of Project completion report	20

Except for (1) above, the assistance will be released by ROs based on satisfactory reports from DDM concerned/RO, as the case may be.

- (c) If NABARD has any suggestions of its own on any problems/areas in which further action needs to be undertaken, it will communicate the same to the Institution and they shall accord first priority to such communications. The Institution shall submit compliance on NABARD's suggestions within a mutually agreed reasonable time.
- (d) In the event of utilization of Grant for any purpose other than that for which funds were given, NABARD has the right to suspend further disbursement of grant and to call for refund of the unutilized amount as well as the Grant utilized for the purpose for which it was not intended.




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- (e) The Institution shall not publish reports/research findings/results without written permission from NABARD. Further, NABARD shall have the right to use the same for its internal training, publicity, etc., after duly acknowledging the source(s).
- (f) Where the results of research studies assisted by NABARD lead to obtaining of patent, other forms of intellectual property or commercial exploitation in any form, NABARD shall have the right to demand a share in gains made by the Institution. The quantum payable to NABARD of such gains shall be mutually decided and shall not be less than 50%.
- (g) NABARD shall have the right to access the books of accounts of the institutions/agencies/individuals to be provided with assistance under the Fund. The Institution shall submit an undertaking in the format provided in the sanction letter.

4. ROLE OF INSTITUTION

- a) The Institution shall ensure that the Grant received from NABARD under this Agreement shall be utilized solely for the purpose for which these are given and for no other purpose and shall provide certification of utilization in respect thereof.
- b) The Institution shall ensure that separate accounts are maintained in respect of the Grant received from NABARD under this Agreement.
- c) The Institution shall acknowledge financial support from NABARD.
- d) The Institution shall send every half year, a progress report of the work done.
- e) The Institution will keep NABARD informed about the commercial exploitation/patent/other intellectual property rights obtained of the outcome of research and agrees to share from the gains as may be mutually decided, which shall not be less than 50% of the gains/profits.

5. REPRESENTATIONS

- a) The Institution represents, warrants and acknowledges to NABARD that:
- b) It is eligible to contract and avail Grant from NABARD, and shall duly intimate NABARD, in case of any change or inability in the contracting status.
- c) The Institution shall at all times comply with all the terms and conditions of this Agreement to the complete satisfaction of NABARD.
- d) The Institution shall at all times comply with the Applicable Law and all guidelines prescribed by the Government Authority which may be applicable to the Institution. The Institution shall not obtain any financial assistance from any other person/institution with respect to the project without the prior approval of NABARD.
- e) The grant assistance shall not be utilised for any illegal, unlawful or immoral purposes or activities at any time.




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6. MONITORING

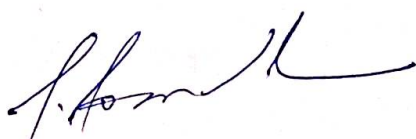
NABARD may form an internal or external committee for reviewing the performance of the Institution and reserves the right to suspend or terminate the funding under this Agreement, in case of irregularities or unsatisfactory performance.

7. TERMINATION

- a) This Agreement may be terminated by **one Party after giving a two months' notice to the other Party.**
- b) NABARD shall have the right but not the obligation to terminate this Agreement and/or to recall the Grant amount and other charges or any part of the same, with immediate effect, in the event the Institution commits an event of default. The Institution shall be deemed to have committed an act of default on the happening of inter-alia, any one or more of the following events (hereinafter referred to as "**Event of Default**"):
 - i. The Institution commits breach or default of any of the terms and conditions and/or covenants herein or any misrepresentation to NABARD; or
 - ii. The Institution fails to furnish any information or documents that may be required by NABARD; or
 - iii. The Institution is utilising the Grant or any part thereof for a purpose other than the purpose for which the Grant has been sanctioned; or
 - iv. If the Institution commits an act of insolvency or makes an application for declaring himself and insolvent or an order is passed against the Institution declaring him as an insolvent; or
 - v. There exists any other circumstance, which, in the sole opinion of NABARD, jeopardizes NABARD's interests.
- (c) The decision that the Institution has committed breach of any of the terms and conditions of this Agreement/sanction letter/Operational Guidelines shall be taken by NABARD and the same shall be conclusive, final and binding on AGENCY.
- (d) The Parties shall continue to fulfil their obligations from date of notice till the Agreement is conclusively terminated.

8. INDEMNITY

The Institution shall indemnify NABARD against all claims in respect of intellectual rights, or other protected rights in respect of innovations used for or any other material in connection with the works or temporary works and from against all claims, demands proceedings, damages, costs, charges and expenses whatsoever in respect thereof from 3rd party or in relation thereto. The Institution shall defend all actions arising from such claims, before any such infringement and receive NABARD's permission to proceed, and shall itself pay all royalties, damages, costs and charges of all and every sort that may be legally incurred in respect thereof. The Institution shall also indemnify




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NABARD against damages, loss or other claims caused due to the negligence, omission or commission, of its employees, contractors or agent.

9. MISCELLANEOUS

- (a) NABARD shall not be held liable for any present or future religious, political or other affiliations of the Institution.
- (b) NABARD shall not be held liable for any financial commitments made by the Institution.
- (c) This Agreement will become effective immediately on the date of its signing.

10. GOVERNING LAW AND JURISDICTION

This Agreement will be governed by and construed in accordance with the laws of India and shall be subject to the jurisdiction of the courts at Mumbai.

11. ASSIGNMENT

The rights and interests of the Institution hereto shall not be transferred or assigned without the prior consent of NABARD in writing and any transfer or assignment without the consent of NABARD shall not be binding.

12. AMENDMENTS

No amendment, supplement, modification or clarification to this Agreement shall be valid or binding unless set forth in writing and duly executed by NABARD and Institution.

13. NOTICES

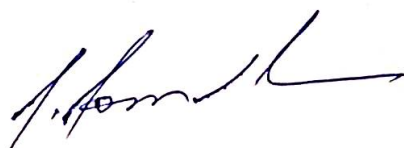
All the notices under this Agreement will be given in writing to the other party and delivered either personally, by registered mail, international air courier, facsimile, email correspondence or the equivalent. Notices will be effective when received as indicated on the registered mail, or other delivery receipt.

The notices shall be marked to the following:

<u>For NABARD</u> National Bank for Agriculture and Rural Development Tamil Nadu Regional Office No.48, Mahatma Gandhi Road Nungambakkam Chennai-600034	<u>For the Institution</u> THE DEAN, Pandit Jawaharlal Nehru College of Agriculture and Research Institute, No. 10, Main Road, Serumavilangai, Nedungadu, Karaikal - 609603
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14. SEVERABILITY

Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of this Agreement or affect such provision in any other jurisdiction.



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15. SURVIVAL

This Agreement shall be in force until all the dues payable under the Agreement have been fully and irrevocably paid in accordance with the terms and provisions hereof.

16. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by the Parties hereto on separate counterparts, each of which when so executed and delivered shall be effective for purposes of binding the Parties hereto, but all of which shall together constitute one and the same instrument.


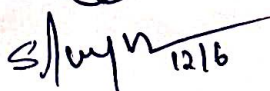
IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed on their respective behalf by their duly authorized officials on the date and place first hereinabove mentioned.

SIGNED and DELIVERED BY the within named Institution **PAJANCOA&RI**, by the hand of **Dr. A. POUCHEPPARADJOU**, its DEAN, and authorized official.


Dr. A. POUCHEPPARADJOU
DEAN, PAJANCOA&RI, KARAIKAL

In the presence of:

1. Dr. R. MOHAN, Professor and Head (Agronomy)
2. Dr. S. PARTHASARATHY, Professor of Agri. Extension

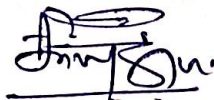

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Pandit Jawaharlal Nehru College of
Agriculture & Research Institute,
Karaikal - 609 603.
U.T. of Pondicherry.

SIGNED and DELIVERED BY NABARD, Tamil Nadu Regional Office, by the hand of S. Somasundaram
its Deputy General Manager and authorized official.

In the presence of:

1. TV Subbiah, AGM FSDD



2. Reshma O P, AM FSDD

