



**Memorandum of Understanding
Between
CCS National Institute of Agricultural Marketing,
Jaipur
And**

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Memorandum of Understanding Between CCS National Institute of Agricultural Marketing, Jaipur and Partner Institution

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This agreement is made onday of

BETWEEN

AND

.....

Ch. Charan Singh National Institute of Agricultural Marketing: An Autonomous Body under the Ministry of Agriculture and Farmers Welfare, Government of India, hereinafter called “CCS NIAM”.

PREAMBLE:

The Institute

CCS NIAM is an autonomous body working under the aegis of the Ministry of Agriculture and Farmers Welfare, Government of India. It was set up as a registered Society in 1988 to cater to the needs of Agricultural Marketing personnel in India as well as from South East Asian Countries. The Institute is playing a pivotal role in creating awareness amongst farmers, building capacity of wide range of stakeholders, undertaking research on contemporary issues, producing consultancy services for decision makers in government, cooperative and private sector on Agricultural Marketing and policy support to the Government to facilitate development and bring in efficiency in the Agricultural Marketing sector.

Vision

To be an Institute of excellence and repository of knowledge, to enhance the efficiency and effectiveness of Agricultural Marketing systems which are inclusive and empower the primary producer, by building capacity of various stakeholders through teaching, training, applied research, policy advocacy, and consultancy services.

Mission

- Enable primary producers, particularly small and marginal farmers, to develop competitive strategies for profitable returns from primary production through effective training & educational programmes and applied research.
- Facilitate efficient, sustainable and inclusive agro value chains through applied research.
- Nurture innovative agripreneurs and professionals to manage emerging agribusiness concerns through educational programmes.
- Facilitate formulation and modification of public policy on Agricultural Marketing through action oriented and applied research & consultancy.
- Enhance international co-operation for global food security and sustainable agriculture.
- Contribute to agribusiness market development and management knowledge and practice through cutting edge research and its dissemination.

Mandate

The Institute was established during the Seventh Five-Year Plan with the following mandate:

1. Training: Up-gradation of the skills of existing Agricultural Marketing personnel,
2. Research: Research on various contemporary aspects of Agricultural Marketing
3. Consultancy: Consultancy services for decision makers in government, cooperative and private sector on Agricultural Marketing,
4. Education: Preparation of young managers and professionals through Post Graduate Diploma in Management (Agribusiness Management).
5. Assist DAC in Policy and Project Formulation in Agricultural Marketing

Objectives

The main objectives as per the Memorandum and Rules and Regulation of the Institute are as follows:

- ❖ To undertake and promote the study of applied and operational research in problem areas of Agricultural Marketing and to act as a national level nodal point for co-ordination of various research studies and dissemination of technologies relevant to Agricultural Marketing in the country.
- ❖ To impart training to personnel working at various levels of organizations involved in Agricultural Marketing activities such as State Agricultural Marketing Boards (SAMB), State Development Departments like Agriculture, Horticulture, Animal Husbandry, Fisheries, Forestry, Sericulture, CADA (Command Area Development Authority), State

Agricultural Universities, Co-operative Marketing Societies, Commodity Boards, Input Agencies and Progressive Farmers, Entrepreneurs, etc.

- ❖ To conduct research on long-term projects, policy formulation; prepare status paper on leading issues; cases studies in specific marketing problems, processing industries, export management, etc., which have a direct bearing on the national economy.
- ❖ To offer consultancy services to State and Central Departments, public-sector undertakings, co-prepare Master Plans for States, Export Institutions, Traders and Farmers.
- ❖ To develop human resources by providing long-term structured courses in Agricultural Marketing through Diploma/Degree courses.
- ❖ To help State Government to generate self-employment for educated youth by exploiting local potential resources.
- ❖ To assist Government to formulate policies on emerging issues in Agricultural Marketing.
- ❖ To cover wide information network in the country in Agricultural Marketing for the benefit of all concerned to evolve efficient, innovative and competitive marketing process.
- ❖ To develop as a 'Centre of Excellence; in the field of Agricultural Marketing by establishing adequate networking with international organizations.

About the Partner Institution

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Activities

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Collaborative Approach

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COLLABORATION AGREEMENT

In General:

Both parties wish to strike jointly to make significant contributions to promote Agricultural Marketing field through Training, Research, Consultancy, Documentation, Dissemination, Education and Policy Advocacy. Both the parties desire to encourage, establish and maintain exchange programs, collaborative training, consultancy, research, documentation, education, policy advocacy and developmental activities in Agricultural Marketing and other related areas. Furthermore, both the parties wish to foster understanding between CCS NIAM and.....

In Particular:

The parties agree as follows:

Article 1 Cooperation between the parties shall be carried out, subject to availability of resources, the approval of both parties and on the basis of mutual reciprocity, through such activities or programs as:

- 1.1 Training
- 1.2 Research
- 1.3 Consultancy
- 1.4 Documentation
- 1.5 Education
- 1.6 Outreach programs
- 1.7 Exchange programs, Study visits
- 1.8 Policy Advocacy in Agricultural Marketing
- 1.9 Any other related activities

Article 2 The cooperation described above will in every case be dependent upon the availability of necessary funds, either from within both parties or from external sources.

Article 3 The areas of cooperation include, subject to mutual consent, any program offered by either party and considered desirable and having potential to contribute to the mission and effectiveness of either party and/or contribute to fostering the cooperative relationship between the parties.

- Article 4 The terms and necessary budget for each program or project and activity will be described subsequent to this agreement of cooperation and signed by both parties prior to the initiation of each (funded) cooperative program or activity.
- Article 5 Each party shall hold in confidence all confidential information disclosed by one party to the other. It is agreed not to disclose the information to third parties and only to release and disclose such information to individuals within the party that are directly involved with the project, strictly on a need to know basis. Notwithstanding anything stated above, the parties agree that information may be shared by either party, subject to confidentiality agreements with potential cooperators in their territories only.
- Article 6 Confidential information can only be used for purposes specifically contemplated in this Agreement of cooperation.
- Article 7 For the purpose of this agreement, Confidential information means any business, technical or financial information that is, at the time of disclosure identified in writing as confidential or proprietary or would be understood by the parties exercising reasonable business judgment to be confidential, including the contents of this Cooperative Agreement.
- Article 8 The foregoing obligations do not apply to information which: i) is or becomes known by the recipient without an obligation to maintain its confidentiality; ii) is or becomes generally known to the public through no act of omission of the recipient or iii) is independently developed by the recipient without use of confidential or proprietary information or iv) is required pursuant to any law or order of any court or regulatory directive having jurisdiction over the receiving party. Unless otherwise agreed in writing, all confidential information remains the property of the disclosing party.
- Article 9 Nothing in this Cooperative Agreement shall affect the ownership of any intellectual property rights or any enhancements, modifications or derivatives thereof (including trademarks, trade name, copyright, patents and design) belonging to the respective party before the date of this Cooperative Agreement or

which has been independently developed outside this Cooperative Agreement during the term thereof.

CCS NIAM and jointly reserve any and all intellectual property rights, without limitation, discovered or produced as a result of the cooperation related to this Cooperative Agreement.

CCS NIAM and agree that ownership of any intellectual property generated in the specific cooperative research projects will be determined in advance pursuant to and subject to the written agreements for the particular cooperative research project. Specific provisions regarding ownership and various aspects of intellectual property shall be specified in each specific cooperative agreement.

Article 10 In the event of non-fulfillment of the contract terms and conditions due to any reason of force *majeure* namely fires, wars, riots, strikes, natural calamities or other unforeseen event, neither the CCS NIAM nor shall be held responsible for any loss or consequential loss.

Article 11 Both the parties shall have the right to terminate the agreement, in case the other party fails to provide the services successfully as mentioned in the aforesaid agreement, or violates any of the clauses mentioned in the MoU, duly giving 3 months notice only.

Article 12 The obligations of the CCS NIAM and have been outlined in this agreement. However, during the operation of the agreement, circumstances may arise which call for alteration or modifications of this Agreement. These modifications / alterations will be mutually discussed and duly agreed upon in writing.

Article 13 This agreement shall come into force from the date of signing and shall be valid till either party desires to terminate. The Agreement can be terminated with three month's notice in writing only, without prejudice to the interests of ongoing joint programs of either of the institutes.

Article 14 Any dispute arising with regard to any aspect of this Agreement shall be settled through mutual consultations / conveyancing and agreements by the parties to the Agreement.

Article 15 This Institutional partnership is nonbinding, non-enforceable and neither nor financial ramification, but rather is a way of mutual understanding for increasing both Institutions mutual synergic benefits.

Duration and terms of the MoU

This agreement will become effective with the signatures of the official representatives of each Institution. It will remain valid for unlimited period with the understanding that the appropriate authorities of either party may terminate this MoU with a written notice to the other party, three months before termination. The agreement may be amended by mutual written consent of both the Institution. This MoU is written and signed in four identical copies in English with two copies each with both the Institutions. Both the Institutions agree to protect the confidentiality of the mutual records.

Coordinators

Each Institution shall designate coordinators from each side and every communication will be held only through the coordinators in order to avoid any communication gap or miscommunication.

For and on behalf of CCS NIAM

For and on behalf of

Name:

Name:

Designation:

Designation:

Place:

Place:

Date:

Date:

With Seal :

With Seal :

Witnesses:

Witnesses:

1.

1.

2.

2.