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SHIVANSH KHETI ANINITIATIVE OF THE HANS FOUNDATION

Article 5 General Agreement

Not Applicable

(Zero)

SHIVANSH KHETI ANINITIATIVE OF THE HANS FOUNDATION

Not Applicable

SHIVANSH KHETI ANINITIATIVE OF THE HANS FOUNDATION

(One Hundred only)



......Please write or type below this line_____ Stamp baper forms part This stamp paper forms part of Memorandum of Understanding (MOU) dated 26th February 2021 between Shivansh Kheti, An Puitiative of The Hans Foundation and Shri Guru Ram Rau University, Dehradun.



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AGREEMENT

BETWEEN

SHIVANSH KHETI, AN INITIATIVE OF THE HANS FOUNDATION

AND

SHRI GURU RAM RAI UNIVERSITY

I. INTRODUCTION

THIS MEMORANDUM OF AGREEMENT ("Agreement"), dated the 26th of February, 2021, is between the following parties.

SHIVANSH KHETI (also known as SHIVANSH FARMING), an initiative of The Hans Foundation, a registered public charitable trust and also registered under Foreign Contribution (Regulation) Act, 2010 (FCRA), having its registered office at E-4, Asola Homes, Near Shani Dham Mandir, Mehrauli, New Delhi - 110074, and its operations office at Wing A, 7th Floor, Milestone Experion Centre, Sector 15, Silokhera, Gurgaon- 122001 represented by Barkha Katyal, Head Finance (hereinafter referred to as "Shivansh", which expression shall, where the context admits, mean and include each of the trustees their respective heirs, executives, successors and assigns);

AND





SHRI GURU RAM RAI UNIVERSITY, New Campus, Pathribagh, Dehradun, Uttarakhand 248001, India, represented herein by its authorized signatory, Prof. (Dr.) Deepak Sahni, Registrar (hereinafter referred to as "SGRR University", which expression shall, where the context admits, mean and include each of the trustees their respective heirs, executives, successors and assigns);

Shivansh and SGRR will be collectively referred to as "Partners" or "Parties".

II. PREAMBLES

WHEREAS, Shivansh is a non-profit organization established with the goal of identifying nearly-free, high-impact solutions for millions small-plot farmers around the world;

WHEREAS, SGRR University aims to impart quality higher education and to undertake research with emphasis on application and innovation that cater to the emerging needs of both the country and the world. It is committed towards ensuring all-round development of students, enabling them to be globally competitive and socially responsible citizens with intrinsic values;

WHEREAS, this Agreement has as its objective the collaboration and participation of both the Partners for intensive vegetable and crop cultivation using Shivansh Khaad (a natural fertilizer) at SGRR University's farm on its campus; and for this reason this Agreement facilitates the establishment of channels of communication that permit the joint development of farmland on SGRR University's campus, creation and interchange of information, as well as scientific, technical, and institutional collaboration in the area of natural farming.

WHEREAS, the goals of the Partners are complementary;

THEREFORE, the Partners wish to continue working together and in compliance with the following clauses:

GOALS

Shivansh offers training and technical knowhow to partner organizations in the areas of soil fertility restoration and in growing nutrient-dense, disease-resistant crops (including intensive vegetable and crop cultivation).

SGRR University offers internationally-recognized programs of study in engineering, medicine and other fields of study. SGRR University also has its own farm where it grows vegetables, fruit trees and herbs as part of its agricultural programs. It also has a gaushala in the said farm.





Through this partnership, the Partners aim to realize the full potential of the vegetable farm at the SGRR University campus ("Cultivated Area") as measured by the quantum of healthy (nutritious) and environmentally-responsible cultivated vegetables.

As Partners, the roles of Shivansh and SGRR University are complementary. SGRR University is providing the land, labor, materials and other existing resources - drip irrigation system (optional), shredder machine, water, electricity, etc. - on its campus whereas Shivansh is going to provide its technical expertise, design & implementation of Cultivated Area.

All vegetables grown (100% of the production) in the Cultivated Area would go to SGRR University.

III. AREAS OF COLLABORATION

1. Learning and building capacity

In the areas of soil fertility management, perennial systems (trees), raised beds for vegetable cultivation, cover crops, mulching, ecological pest management.

2. Design and implementation

Of good practices (as needed), covering farm design, water conservation methods, soil testing, a calendar of farm activities, nutrition density testing.

3. Media & Communications

Including filming of the project for the purposes of building audio-visual media products which could be freely distributed for training farmers, students and farm co-producers. Regular farm tours and PR events to further the Partners' respective missions.

4. Building a conservation/ sustainability ethic

Partners can build awareness and support for conservation by setting a personal example within their respective organizations.

Students of SGRR University's educational programs are likely to occupy positions of responsibility in the future at places of repute. With appropriate training and mentorship, these students could become future champions of protecting our biodiversity and food culture.

Partners can also strive to create a meaningful impact within the society by continuing to spread the message of responsibly producing healthy food. One practical way to





achieve this is to turn the Cultivated Area into a demonstration farm and then invite farmers to visit and learn the very same techniques and practices outlined in points 1 and 2 above.

IV. RESPONSIBILITIES OF SHIVANSH

Shivansh will assume responsibility to create, implement, monitor and evaluate seasonal (a cropping season) and annual work plans that identify specific objectives and activities of interest to both Partners.

Shivansh will work with SGRR University to establish mutually amenable methods of coordination which will be included as part of the work plans mentioned above.

Shivansh's responsibilities are as follows.

1. Provide technical guidance for making Shivansh Khaad

With raw materials (brown & green materials, dung) and labor provided by SGRR University, Shivansh will provide technical guidance for the making of Shivansh Khaad, a natural fertilizer that can be prepared in 42 days. Shivansh will also plan and manage the day-to-day activities of this process depending on the requirements at SGRR University.

2. Provide technical guidance for vegetable garden design and implementation

With resources (tools, drip irrigation etc.) and labour provided by SGRR University, Shivansh will design and implement a state-of-the-art vegetable garden in the Cultivated Area (as described in Annexure 1). They will also plan and manage the day-to-day activities of this process depending on the requirements at SGRR University.

3. Training of farm staff

After SGRR University completes the hiring process, Shivansh would be responsible for training all workers related to the Cultivated Area. These include, but are not limited to, the supervisor, the farm staff and any other associated people.

It is recommended that SGRR University hire such farm staff from the villages near its campus, as it is most convenient and practical to hire farm staff that reside close to the worksite.

Shivansh would also consider introducing tools to improve the productivity of farm staff. The employment contracts of farm staff would be renewed every three months based on performance.





4. Farm supervisor

Shivansh would depute a supervisor on a part-time basis from its farm to SGRR University in order to manage the farm operations within the Cultivated Area and to provide technical guidance to and supervise the farm staff.

V. RESPONSIBILITIES OF SGRR University

SGRR University will assign relevant management staff to coordinate any activities on its behalf.

Specifically, SGRR University's responsibilities are as follows.

1. Free access to Cultivated Area (one acre)

SGRR University would provide free access to and usage of the Cultivated Area measuring **one acre** to Shivansh and its representatives for the defined purpose for the duration (three years) of this Agreement at no cost.

2. Farm Staff (three to five in number)

SGRR University would recruit and bear all expenses related to three to five farm staff who would work on a full-time basis at the Cultivated Area under the directions and supervision of the Shivansh farm supervisor for a period of two years.

It is recommended that such full-time farm staff be hired on three-month contracts, to be renewed based on their performance (as decided by the farm supervisor in consultation with SGRR University representatives).

For short periods of time, there may be a requirement to hire daily-wage labor (during the initial establishment of the vegetable garden, or during peak season). SGRR University is required to provide such short-term labor based on project requirements based on such communication being received from the farm supervisor.

3. Raw materials for making Shivansh Khaad

SGRR University would make necessary arrangements to make available the raw materials (brown material, green material, cow dung) in required quantities for making Shivansh Khaad (natural fertilizer) for use in the Cultivated Area.

4. Seeds, Farm Tools





SGRR University would purchase and make available all seeds that are required for the Cultivated Area in a timely manner as per the seasonal requirements provided in advance by the Shivansh farm supervisor.

SGRR University would also make available all farm tools that are required for carrying out day-to-day farming activities within the Cultivated Area.

5. Drip irrigation infrastructure with 5,000 liter water tank (optional)

Entirely at its discretion, SGRR University may choose to procure and install drip irrigation infrastructure (along with a 5,000 liter water tank) and supporting plumbing items required for the water-efficient irrigation of the Cultivated Area. In the absence of a drip irrigation facility, SGRR University can choose to carry out timely irrigation of the Cultivated Area using prescribed manual methods.

6. Usage of existing resources

SGRR University would provide its current resources free of cost for use in the Cultivated Area for the duration of this Agreement. It is to be noted that the ownership of these assets will remain unconditionally with SGRR University at all times.

These resources include, but are not limited to, the following.

a. Immovable assets in the Cultivable Area such as land, the shed at gaushala (storage), etc.

b. Movable assets to be used in the Cultivable Area such as the drip irrigation system (optional), farming tools, nursery, etc.

7. Electricity, water supply and security

SGRR University will provide electricity and water supply to the Cultivated Area. SGRR University would also ensure adequate security for the Cultivated Area in order to prevent theft of vegetable products cultivated at this farm.

The cost of these services will be borne by SGRR University.

8. Expenditure

SGRR University will bear 100% of all capital, material and labour costs related to the Cultivated Area. All vegetables grown (100% of the production) in the Cultivated Area would go to SGRR University.

4. Food and Accommodation for farm supervisor





Since the part-time farm supervisor deputed from Shivansh to SGRR University would be staying away from family and home when he visits the worksite, SGRR University would make reasonable arrangements for food and accommodation for this person during his visits.

VI. PRINCIPAL CONTACTS

The Principal Contacts for each one of the organizations is:

SHIVANSH FARMING:

Manas Swain
Shivansh Farming, an initiative of The Hans Foundation
Wing A, 7th Floor, Milestone Experion Centre, Sector 15, Silokhera, Gurgaon - 122001
manasii@shivanshfarming.com; +91 99993 55430

SGRR UNIVERSITY:

Dr. P. D. Juyal
Director, Agriculture, Shri Guru Ram Rai University
New Campus, Pathribagh, Dehradun, Uttarakhand - 248001
juyalpd54@rediffmail.com; +91 95225 81917

Such Principal Contacts may be changed in writing from time to time by their respective Partners.

VII. USE OF INTELLECTUAL PROPERTY

All intellectual property used in the implementation of the Agreement will remain the property of the party that provided it. This property can be used by either party for purposes covered by the Agreement but consent will be obtained from the owner of the property before using it for purposes not covered by the Agreement.

VIII. EFFECTIVE DATES AND AMENDMENTS

This Agreement shall take effect from 1st April 2021 upon signing by both Partners and shall remain in effect for a period of three (3) years from that date unless earlier terminated. Neither party may assign or transfer all or any portion of this Agreement without the prior written consent of the other party.

The Agreement may be renewed at the end of this period by mutual written agreement by both Partners.





The provisions of this Agreement may only be amended or waived by mutual written agreement by both Partners.

Any Party may terminate this Agreement and any related agreement, work plan and budget at any time and for any reason by giving thirty (30) days prior written notice to the other Party.

The individuals signing this Agreement on behalf of their respective entities represent and warrant (without personal liability thereof) that upon the signature of each, this Agreement shall have been duly executed by the entity each represents.

IX. FUNDING

This Agreement does not involve the exchange of any funds between the two Partners, and the partnership is non-commercial in nature.

X. NO JOINT VENTURE

Notwithstanding the terms "Partners" and "Partnership", the Partners agree that they are not entering into a Legal Partnership, joint venture or other such business arrangement, nor is the purpose of the Partners to enter into a commercial undertaking for monetary gain. Neither Partner will refer to or treat the arrangements under this Agreement as a Legal Partnership or take any action inconsistent with such intention.

XI. DISPUTE RESOLUTION

The Partners hereby agree that, in the event of any dispute between the Partners relating to this Agreement, the Partners shall first seek to resolve the dispute through informal discussions. In the event any dispute cannot be resolved informally within sixty (60) calendar and consecutive days, the Partners agree that the dispute will be negotiated between the Partners through mediation, if Partners can agree on a mediator. The costs of mediation shall be shared equally by the Partners. Neither Partner waives its legal rights to adjudicate this Agreement in a legal forum.

XII. JURISDICTION

The Laws of India shall govern this Agreement and the Partners agree to submit disputes arising out of or in connection with this Agreement to the jurisdiction of the Courts of Delhi/ District Court Dehradun.





XIII. ENTIRETY

This Agreement, including all Annexes, embodies the entire and complete understanding and agreement between the Partners and no amendment will be effective unless signed by both Partners. Such signatures by both Partners may be made by telefacsimile.

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FOR SHIVANSH KHETI

Authorized Signatory

Barkha Katyal Head Finance

FOR SGRR UNIVERSITY

RAW RAL

Prof. (Dr.) Deepak Sahni

Registrar SGRR University

Effective Date: April 1, 2021

Date To Expire: March 31, 2024

Witness: Anuj Dewan

Director, Media & Communications

Witness: Dr. P. D. Juyal

Director, Agriculture, SGRR University

Date:

Date:

Witness: Manas Swain

The Hans Foundation

Date:

Witness: Dr. Maneesha Singh

Dean I/C, Agriculture, SGRR University

Date: