

**MEMORANDUM OF
UNDERSTANDING**

BETWEEN

**Small Farmers' Agri-
Business Consortium
(SFAC)**

&

INVEST INDIA

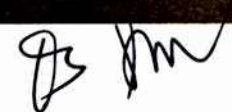
This Memorandum of Understanding (MoU) {including all exhibits hereto hereinafter referred to as this MoU} is made on this 06 of December 2021 (the 'Effective Date'),

Between

INVEST INDIA, a company incorporated under the Companies Act, 2013 under the Ministry of Commerce and Industry, Govt. of India, located at Vigyan Bhawan Annexe, Maulana Azad Road, New Delhi-110011, (hereinafter referred to as the 'Invest India', which expression shall include its successors in interest/business and permitted assigns); and

Small Farmers' Agri-Business Consortium (SFAC), a society under Ministry of Agriculture and Farmers Welfare, Govt. of India located, at NCUI Auditorium Building, 5th Floor, 3, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi – 110016 are (hereinafter collectively called as the **Parties** and individually as the party) Whereas,

- I. Invest India set up in 2009, is a non-profit venture under the Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India. As the national investment promotion and facilitation company, Invest India focuses on sector-specific investor targeting and development of new partnerships to enable sustainable investments in India. In addition to a core team that focuses on sustainable investments, Invest India also partners with substantial investment promotion agencies and multilateral organizations. Invest India also actively works with several Indian states to build capacity as well as bring in global best practices in investment targeting, promotion and facilitation areas;
- II. The SFAC Small Farmers Agribusiness Consortium (SFAC) is an Autonomous Society promoted by Ministry of Agriculture, Cooperation and Farmers' Welfare, Government of India. It was registered under Societies Registration Act XXI of 1860 on 18th January, 1994. The Society is governed by Board of Management which is chaired, ex-officio, by Hon'ble Union Minister for Agriculture and



Farmers Welfare as the President and the Secretary, Department of Agriculture, Cooperation and Farmers Welfare, Government of India, is the ex-officio Vice-President. SFAC is implementing the central schemes of Government of India namely VCA, EGCGS for economic inclusion of small and marginal farmers in agribusiness activities. Society is pioneer in organising small and marginal farmers as Farmers Interest Groups, Farmers Producers Organisation and Farmers Producers Company for endowing them with bargaining power and economies of scale. It provides a platform for increased accessibility and cheaper availability of agricultural inputs to small and marginal farmers and in establishing forward and backward linkages in supply chain management. This initiative has triggered mobilization of farmers for aggregation across the country with ultimate aim of sustainable business model and augmented incomes;

Now both the Parties mutually agree to enter into a Memorandum of Understanding (hereinafter the 'MOU') to work together as per the terms of this MOU.

III. **Purpose and Scope**

This MOU is being entered into by both the parties to promote investments and ease of doing business in the agriculture and allied sectors by providing Farmer Producer Organizations (hereafter referred to as FPO's) opportunities to access markets, finance, technology, and best agricultural practices.

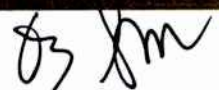
IV. **Roles and Responsibilities**

Invest India and SFAC seek to collaborate to create meaningful interventions under the overarching mandate of Investment Promotion. To this end, the Parties agree to the following responsibilities without any cost involvement of SFAC and Invest India.

Invest India:

1. Activities for improving access to markets

- Organizing buyer and seller meets between FPO's and aggregators.
- Assist in establishing partnerships with industry and start-ups.
- Market awareness sessions for global importers and domestic exporters.



- Assist in publishing case studies and success stories for creating awareness.
- Organize specialized events for facilitating FPO trade.

2. Activities for improving access to Finance


- Organizing workshops to build financial literacy of FPO's to enable them to access capital.
- Organizing awareness events / FPO matchmaking sessions between investors and Farmer Producer Companies (FPCs).

3. Activities for improving access to technology and best practices

- Organizing training workshops with FPC's to create awareness of various technologies to be used for improving quality, productivity and profitability.
- Organizing exposure workshops to bring about awareness on global and national best practices.
- Connect startups that provide innovative technology solutions to farmer groups.

SFAC

- i. Sharing all material on schemes, guidelines, policies, and regulations.
- ii. Nominate officers to chair / participate in investment promotion webinars / activities organized by Invest India.
- iii. Assist in creation of reports / knowledge papers / presentations, etc for awareness creation.
- iv. Assist in responding to investor proposals, issues, and queries. The activities would entail consultation with SFAC experts on time-to-time basis based on the requirements of Invest India to support investors in addressing issues and queries related to FPO's, FPC's, production clusters, etc.
- v. Support in building links with various stakeholders such as FPO's, FPC's, industry associations, affiliate bodies of SFAC and industry representations.



V. Funding

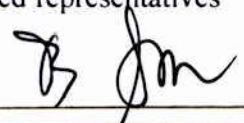
In the event of any consequential financial obligations arising out of any of the above initiatives under this MOU, Invest India shall take prior approval of SFAC and request for any budget allocation towards fulfilling such activities.

VI. Representation to the Public and Confidentiality

- i. Parties may not use the each other's logo without explicit consent to do so, recorded in writing. In the event such consent is provided, the Party using the logo must enquire official policies and procedure regarding the same and strictly adhere to it. This provision is equally applicable to all Offices that fall within the definition of 'Invest India'.
- ii. None of the terms of this MOU shall be disclosed to a third party without prior approval from the other Party to any person other than the Party's advisors for the purpose of assisting such Party; (provided that the advisors shall be under an obligation to not further disclose such information) and unless required by applicable laws and rules to which the disclosing Party may be subject.
- iii. This provision of confidentiality shall not be applicable to any information that is publicly available or information that has reasonably arrived at by the other Party. This provision shall remain applicable for two years from the termination or expiration of the MOU.
- iv. The Parties shall notwithstanding anything else shall not disclose or share any confidential information outside without the prior approval of the other party which they may receive from each other unless mutually agreed upon during the course of this MOU.
- v. In no event shall either Party make any claims or representations regarding validation or verification with respect to any product or innovation dealt with through the term of this MOU unless sought in writing.

VII. Amendments

This MOU may be amended and supplemented at any time as mutually agreed between both Parties in writing and signed by the duly authorised representatives of both the Parties.



VIII. Term and Termination of MOU

- i. This MOU shall commence on the effective date and shall remain in force for a period of three years with the option to extend for further periods as mutually agreed by the Parties.
- ii. After the expiry of the said period in paragraph 1, the Parties shall remain free to enter into agreements in the future for further collaboration.
- iii. The MOU may be terminated at the option of either Parties by providing a notice of thirty business days.
- iv. In the event of non-compliance or breach by one of the parties of its obligations under this MOU, the other Party may terminate the MOU with immediate effect. The aggrieved Party may, at its sole discretion, provide a mutually agreed time period for remedying the breach. The aggrieved party may terminate/suspend this MOU, by issuing a written notice to the other party in case remedial action is not taken within the agreed period.

IX. Representations and Warranties:

- i. Each Party represents and warrants to the other Party that there are no restrictions, hindrances or encumbrances of any nature, which in any manner restricts the performance of obligations of the Parties under this MOU.
- ii. This MOU shall be governed and interpreted in accordance with the laws of India and Disputes, if any, arising out or in connection with this MOU shall be settled amicably.
- iii. This MOU does not give the parties a right to sub contract their deliverables hereunder except as mutually discussed between the parties to this MOU.
- iv. This MOU does not create any legally binding obligations upon the Party except as mutually agreed between the parties for which separate documents must be provided.
- v. Each Party hereby represents and warrants that:
 - a. it is duly constituted, validly existing and in good standing under the laws of India and has all requisite corporate power and authority to enter into and perform its obligations under this MOU;



- b. it is in compliance with all applicable laws and has obtained and shall continue to maintain all required registrations, approvals, permissions and consents under applicable laws during the Term;

4. Activities for improving access to technology and best practices

Each Party hereby represents and warrants to the other Party that:

- a) it has full power and authority to enter this MOU and to perform its obligations under this MOU;
- b) the execution, delivery and performance by such Party of this MOU and the acts and transactions contemplated hereby do not and will not, with or without the giving of notice or lapse of the or both, violate, conflict with, require any consent under or result in a breach of or default under:
 - (i) any applicable law; or
 - (ii) any order, judgement or decree applicable to it; or
 - (iii) any term, condition, covenant, undertaking, agreement or other instrument to which it is a party or by which it is bound.

5. Limitation of Liability

In no event shall either party be liable to the other party, for punitive, exemplary, incidental, indirect, special or consequential damages of any kind, including, without limitation, the cost of cover, loss of profit, use, savings or revenue, or the claims of third parties, whether based on breach of contract, tort (including negligence), product liability or otherwise, and whether or not the party has been advised of the possibility of such loss.

6. No Partnership

Nothing in this MOU shall be deemed to constitute a partnership between the Parties or constitute any Party the agent of any other Party for any purpose or entitle any Party to commit or bind any other Party in any manner or give rise to fiduciary duties by one Party in favour of any other.



7. Severability

If any provision embodied in this MOU appears to be legally invalid or null/void, the Parties will replace such provision, considering the nature and contents of this MOU, the way consensus is reached, the mutually known interest of both Parties as well as the other relevant circumstances, by a provision which is not unreasonably onerous to any party and approximates the meaning of the legally invalid provision as closely as possible.

8. Assignment

Neither Party shall be entitled to assign or transfer or purport to assign or transfer any of its rights or obligations under this MOU, except with the prior written consent of the other Party concerned.

For and on behalf of:

INVEST INDIA

**Small Farmers' Agri-Business
Consortium**



Name: Mr. Deepak Bagla
Title: MD & CEO, Invest India
Date: 06/12/2021
Place: New Delhi



Name: Ms. Neel Kamal Darbari, IAS
Title: Managing Director
Date: 06/12/2021
Place: New Delhi


NEEL KAMAL DARBARI, IAS
Managing Director
Small Farmers' Agri-Business Consortium
Ministry of Agriculture & Farmers' Welfare
Govt. of India

Witness 1:



Name: Mr. Varun Sood
Title: Vice-President, Invest India

Witness 2:



Name: Mr. Bhramar Jyoti Brahma
Title: Director, SFAC

BHRAMAR JYOTI BRAHMA
Small Farmers' Agri-Business Consortium
(Govt. of India, Ministry of Agriculture & Farmers' Welfare)
ICU Auditorium Building, 3rd Floor
Siri Institutional Area, August Kranti Marg,
Hauz Khas, New Delhi-110016