



महाराष्ट्र MAHARASHTRA

● 2018 ●

TD 001662

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८०००००९
- 3 APR 2018
सक्षम अधिकारी

MEMORANDUM OF UNDERSTANDING

**NATIONAL BUREAU OF SOIL SURVEY AND LAND USE PLANNING,
PARTNERING WITH KEC INTERNATIONAL, FOR ADVISING ABOUT
THE SOIL STRATA OF INDIA**

Memorandum of Understanding dated 1st day of April, 2018 and executed between:
KEC International (KEC), having its corporate office in **RPG House, 463 Dr. Annie
Besant Road, Mumbai**; represented by SBU Head (herein after called as "KEC") is
the First party, which term shall mean and include Executors, Administrators.

and

The National Bureau of Soil Survey and Land Use Planning (ICAR-NBSS&LUP),
Nagpur, an apex institute under the Indian Council of Agricultural Research (ICAR)
New Delhi, Government of India or its authorized representative (hereafter called as
ICAR-NBSS&LUP, Nagpur- Project Partner) as the Second party and which term
shall mean and include Executors and Administrators.

MA

1. **WHEREAS:**

KEC has approached ICAR-NBSS & LUP for assistance in their tower laying programme, especially seeking advice on type of soils that are likely to be countered during excavation. KEC is reasonably satisfied through proof of concept/ evaluation and agrees that the quality and quantity of the data provided for its Telangana and Ghana project are acceptable. KEC ~~has~~^{will} acknowledged it by paying Rs. 10000 to ICAR-NBSS&LUP ~~before~~^{after} signing this MOU vide ~~(ref no.)~~. The ICAR-NBSS&LUP will now be involved in providing guidance about qualitative evaluation of soil strata upto the said 3 m depth along the run, besides the data in the form of excel sheets for the segments that will be provided by KEC.

2. **WHEREAS:**

ICAR-NBSS&LUP has the necessary expertise and has years of experience to conduct and promote soil research in the National Agricultural Research System in the areas of Soil Survey, Pedology, Geomorphology, Remote Sensing, Geographical Information System, Cartography, Land Evaluation and Land Use Planning and hence considered as exceptionally well qualified partner of KEC;

The financial outlays for the component for which ICAR-NBSS&LUP will be responsible, is as follows:

3. **FINANCIAL OUTLAY FOR THE COMPONENT TO BE IMPLEMENTED
BY ICAR-NBSS&LUP WITH BREAKUP (Rs. Lakhs)**

Activity	Amount(Rs. in lakh)	Remarks
Operational expenses @ Rs. 15/km	To be calculated (case to case)	Includes data processing & other technical charges. The total km processed per month shall not exceed 700.
One-time expenses	3.00 Lacs	One-time payment (to be spent on items deemed fit by ICAR-NBSS & LUP)
One resource person (Based in Nagpur, on the contract of NBSS& LUP)	3.0 Lacs/Annum	All hospitality charges and travel expenses of this person will be borne by KEC as and when required subject to prior approval of KEC. Similarly KEC will bear the travel and hospitality charges of the ICAR-NBSS&LUP official(s) whenever required during the course of work subject to prior approval by KEC The resource person to be appointed, is to be identified by KEC in consultation with ICAR-NBSS&LUP, for a smooth functioning and control.

Government taxes: Extra (As applicable)

MA
[Signature]

NOW THEREFORE THE PARTIES AGREE TO IMPLEMENT CONSULTANCY PROJECT WITH THE FOLLOWING UNDERSTANDINGS:

4.1 Responsibilities of ICAR-NBSS&LUP (Second Party):

The specific tasks to be performed by ICAR-NBSS&LUP will include:

Sl No	Task	Time Schedule
1.	Excel sheet data about the quality of soil/rock likely to be encountered during excavation (template appended with this MOU)	From the date of signing of MOU

4.2 Responsibilities of KEC:

To support ICAR-NBSS-LUP in performing its activities, the KEC shall:

1. Provide Financial support, Logistics; Enable conducive working environment for collaboration;
2. Share field data with ICAR-NBSS&LUP.

Payment terms and conditions:

4.3 Fund release and audit:

The KEC will release funds to ICAR-NBSS&LUP as per schedule given below on completion of tasks as specified here under

Year	Funds to be released
2018-19	3.00 lakh within 15 days of signing of MOU
	Rs. 25000 on the last working day of the month (salary of the resource person)
	Payment for the data provided by ICAR-NBSS&LUP every month @ Rs. 15 per km

ICAR-NBSS&LUP shall maintain a dedicated Bank account/ledger (Subject to ICAR approval) to operate this fund. It shall follow strictly the provisions of the Financial Management and Procurement rules as applicable to the ICAR/Govt of India. All the expenditures, financial transactions shall be subject to internal auditors and further subject to external audit by C & AG.

MA
[Signature]

Other terms and conditions:

4.4 Intellectual Property Rights:

The Parties hereby undertake and agree that the IPR Rights contained in the output data provided pursuant to the Agreement shall be held by KEC. ICAR-NBSS&LUP undertakes that the data whether under processing or final, shall be kept confidential and shall not be disclosed to the third party.

The Intellectual Property rights (IPR) of the technology/process employed/developed for providing output data products to KEC will be exclusively held by the ICAR-NBSS & LUP. KEC are liable to be prosecuted or any other action deemed fit by the ICAR if KEC violates the prevailing rules and laws in the country.

4.5 Settlement of disputes:

The project work will be taken up by ICAR-NBSS & LUP in consultancy mode, purely advisory in nature and KEC shall not claim loss/damages arising due to implementation of advice issued by the ICAR-NBSS & LUP.

Any dispute, controversies and differences which may arise between the Parties in relation to or in connection with this MoU or any breach thereof shall be settled amicably by the Parties, within a period of thirty (30) days from the date of receipt of a written notice of such dispute by a Party from the other Party, failing which, the dispute shall be referred and settled through arbitration proceedings under the Arbitration and Conciliation Act, 1996 by an arbitral tribunal consisting of a sole arbitrator. The arbitration proceedings shall be conducted in English, the venue for the arbitration proceedings will be Mumbai and the award given by the tribunal shall be final and binding. The costs, charges, fees and expenses of the Arbitrator shall be borne equally by the Parties. The Parties shall bear its own legal and other costs pertaining to the arbitration proceedings.

4.6 Governing Law:

This MoU and all questions of its interpretation shall be construed in accordance with the laws of India and the courts located at Mumbai shall have exclusive jurisdiction in relation to any dispute arising out of or in connection with this MoU.

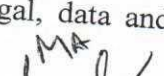
4.7 Term/validity:

This agreement will be valid for a period of 1 (one) year from the date of signing. If mutually agreed the MOU will be extended for one more year. In case of extension of the contract, fee of "onetime expenses" mentioned in clause 3 will not be applicable till the extension of the contract continues.

5.0 Termination:

The MoU may be terminated by mutual consent of both KEC and ICAR-NBSS&LUP with one month prior notice by either parties.

6.0 Confidentiality

- i. Each Party shall treat as confidential and shall not disclose to any third party the contents of this MoU or any correspondences or any information whether financial, commercial, technical or legal, data and drawing, received from the other Party
- 

- (hereinafter collectively referred to as "**Confidential Information**"), without the prior written consent of the Party disclosing the Confidential Information provided, however, that each Party may disclose the Confidential Information to its employees, directors, officers, consultants, advisors, lenders and those of its subsidiaries and affiliates (the "Representatives") who have a need to know the Confidential Information in connection with the business or operations of the sub-soil investigation and the Party receiving such Confidential Information shall be responsible for any breach of confidentiality provisions by any of its Representatives. The obligations undertaken hereto shall not apply to any information obtained, which is or becomes published or is otherwise generally available to the public other than in consequence of any negligent act or omission of either of the Parties hereto or which is required to be disclosed pursuant to an order of a court, statutory authority, governmental agencies as per the applicable law or is independently developed by the Party receiving the Confidential Information.
- ii. The confidentiality obligations under the MoU shall survive for a period of one (1) year from the date of termination of the MoU, which will be subject to the ongoing confidentiality obligations contained in the definitive agreement, if any, entered into by the Parties.

7.0 Miscellaneous:

- i. This MoU represents the preliminary broad understanding between the Parties regarding the purpose of the MoU.
- ii. Each Party will bear its own legal and other costs and expenses in connection with the preparation, negotiation, execution and delivery of this MoU and consummation of the transactions hereunder.
- iii. Any notice to be given under this MoU shall be in writing and shall either be delivered personally or sent by registered post or courier in permanent written form to the address as provided by a Party unless a different address is furnished.
- iv. Either Party shall not assign its rights under this MoU without the prior written approval of the other Party.
- v. Any modification, amendment, or waiver of any provision of this MoU shall be effective if, but only if, the same is in writing and signed by an authorized representative of each Party.

In witness thereof the parties to the MOU have signed and affixed their respective seals to this and on the date mentioned above.

For and on behalf of

National Bureau of Soil
Survey and Land Use Planning

Signature:

Director, NBSS&LUP



For and on behalf of

KEC International Limited, Mumbai

Signature:

(Moyana Agrawal)
10-Apr-2018