

PMI eccl  
28/11/15

PD/BCI/67  
23<sup>rd</sup> December 2015

To,  
The Director,  
National Bureau of Soil Survey and  
Land Use Planning (ICAR)  
Amravati Road  
Nagpur – 440 033

Dear Sir,

Kindly accept my Greetings of the Season! We wish you and your team Merry Christmas and Wonderful 2016.

Herewith, we are sharing the memorandum of understanding (MoU) for the joint endeavour of AFPRO and NBSS for analysing soil status of Kelapur block in Yavatmal district of Maharashtra. We are sending two copies the document, signed by the Executive Director of AFPRO. You are kindly requested to sign both the copies and return one of them back to AFPRO Head Office.

We hope that through this joint venture of AFPRO and NBSS&LUP, we can contribute towards the development of the fellow farmers.

Thank you.

With best regards

*Sanjay Bhirud*  
Sanjay Bhirud  
Head - Programs  
Action For Food Production (AFPRO)

signed  
the copy of MoU  
is received on  
29 Dec 2015  
13/12/2015  
29/Dec/2015

Please address all correspondence to the Executive Director

Action For Food Production (AFPRO) is a secular non-governmental, socio-technical development organisation with Christian inspiration that is working towards the reduction of rural poverty in India since 1966. We partner with grassroots-level NGOs and rural communities through technical guidance and back-up support for effective management of natural resources.

AFPRO is Registered under the Societies Registration Act XXI of 1860.

Head Quarter : 25/1A, Institutional, Area, Pankha Road, D-Block,, Janakpuri, New Delhi - 110058  
Phones : 91-11-28525412/52, 28522575,, Fax : +91-11-28520343, E-mail:afprodel@afpro.org, www.afpro.org

## MEMORANDUM OF UNDERSTANDING

*This Memorandum of Understanding (MoU) is executed at New Delhi on this 27<sup>th</sup> day of November, 2015.*

### **BETWEEN**

Action for Food Production (hereinafter referred to as "AFPRO"), registered in 1967 under the Societies Registration Act XXI of 1860, a socio-technical not for profit organization having its Head Office in Janakpuri, New Delhi and providing socio-technical support to the small and marginal farmers, landless, tribals, and others having urgent needs, for ensuring food security and developing livelihoods through proper natural resource management in ONE PART

### **AND**

National Bureau of Soil Survey and Land Use Planning, which is one of the National Bureaux listed under the administrative control of Indian Council of Agricultural Research (ICAR), New Delhi registered under the provisions of the Societies Regulation Act XXI of 1860, and having its office at Amravati Road, Nagpur – 440 033, Maharashtra, represented herein by its Director, Dr.Surendra Kumar Singh, by virtue of F.No. 35(1)/2013-PER-III dated 14/02/2014 (hereinafter referred to as the "NBSS&LUP" which expression unless repugnant to the context or meaning thereof shall mean and include its successors, executors, administrators and assignees) of the Other Part.

Therefore, this MoU witnesses and the parties hereto hereby mutually agree and declare as under:

In consideration of the payment of **Rs. 8,00,000.00 (Rupees eight lakhs only)** by AFPRO to NBSS&LUP as per the schedule of payment stipulated in clause (IV) herein, NBSS&LUP shall execute the work of the Project no less than the terms and conditions stipulated in the project proposal submitted by AFPRO to NBSS&LUP and this MoU.



### **(I) Role of the NBSS&LUP:**

1. Help AFPRO in obtaining the cadastral map and identifying the locations for soil sample collection
2. Training or providing guidance to AFPRO staff for scientific soil sample collection
3. Analyse the soil samples for important physical and chemical soil properties including pH, EC, organic carbon content, and primary soil nutrients like available nitrogen, phosphorus and potassium and micronutrients.
4. Provide the soil test data to AFPRO
5. Prepare database for soil health card
6. Prepare soil fertility map and its interpretation
7. Host soil test data and soil fertility map of Kelapur block in NBSS&LUP record / website for future use

### **8. Expected Deliverables:**

- Analysis of 7500 soil samples
- Soil Health Card Database (and fertilizer recommendations for major crops)
- Soil fertility maps

#### **Time frame**

Analysis of soil samples	: January- June 2016
Soil health card database	: June 2016
Soil fertility maps	: June 2016

### **(II) Role of the AFPRO:**

- Programme formulation and planning
- Identification of location from which soil samples need to be collected (in consultation with NBSS&LUP)
- Scientific collection of soil samples (as guided by NBSS&LUP)
- Handing over the samples to NBSS&LUP for analysis
- Collection of soil test data and printing of soil health card and distribute among the community
- Collection of soil fertility map from NBSS&LUP
- Advocating farmers proper crop and soil based fertilizer recommendations in consultation with NBSS&LUP
- Presenting the programme to AFPRO of Maharashtra with request for their support in taking such activities forward in other blocks of the state

### **(III) Schedule of Payment**

- 50% at signing of MoU
- 25% after delivery of the soil test data of 50% samples and delivering the soil health cards for the same
- Balance 25% on delivery of soil test data and soil health cards for the remaining samples and delivery of the soil fertility map of Kelapur block

**(IV) Monitoring:** The Project will be monitored and reviewed jointly by the AFPRO and the NBSS&LUP

### **(V) Force Majeures:**

In the event of either party being rendered unable by Force Majeures to perform any obligation required to be performed by them under this MoU, the relative obligation of the party affected by such Force Majeures shall, upon notification to the other party, be suspended for the period during which Force Majeures event lasts. The cost and loss sustained by either party shall be borne by the respective parties.

The term "Force Majeures" as employed herein shall mean acts of Kelapur, earthquakes, war (declared or undeclared), revolts, riots, fires, floods, rebellions, epidemics, tsunami, explosions, hurricanes, sabotage and civil commotions.

Upon the occurrence of such cause (s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 24 (twenty four) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

Time for performance of the relative obligation suspended by the Force Majeures shall then stand extended by the period for which such cause lasts.

### **(VI) Premature termination of MoU:**

In the event of breach of any of the terms and conditions of this MoU by the NBSS&LUP, the AFPRO shall be entitled to terminate this MoU. In the event of such termination, the NBSS&LUP shall not claim any compensation from the AFPRO and the AFPRO shall be free to award the work of the project to any other agency.



**(VII) Reasonable Cause:**

The NBSS&LUP shall exercise reasonable skill, care and diligence in the performance of its obligations under this MoU.

In witness whereof the parties hereto have signed this MoU on the day, month and year first hereinabove mentioned.

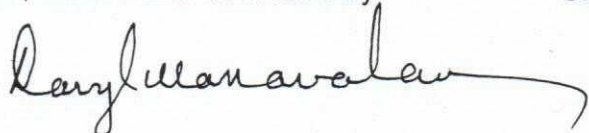
**(VIII) Tax**

Tax on the consultancy fee will be deducted at source by AFPRO as per the provision of Income Tax Act, 1961 and TDS certificate will be issued by AFPRO to the Consultant. Any liabilities towards other taxes are the responsibility of the consultant. PAN No. is a must in this regard. In case of non-availability of PAN NO., tax deduction rate will be 20%.

**(IX) Proprietary rights:**

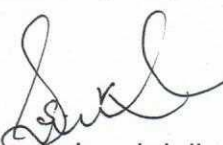
All relevant data and reports and information such as database, maps or any other material compiled or prepared in the course of partnership shall become the mutual property of AFPRO and NBSS&LUP. Both the partners shall retain the copy of all such data/reports for the purpose of preparing institutional reports and the same shall be used by both the parties for the benefit of farmers through replication, and not for any commercial purposes.

Signed, sealed and delivered by



Mr. D. K. MANAVALAN IAS (Retd.)  
Executive Director  
AFPRO - Action For Food Production  
25/1A Institutional Area, Pankha Road  
D-Block, Janakpuri, New Delhi - 110058  
Ph : 011-28525412 / 52  
Fax : 011-28520343  
website : [www.afpro.org](http://www.afpro.org)  
Skype id: dkmanavalan

Signed, sealed and delivered by



DIRECTOR  
National Bureau of Soil Survey  
& Land Use Planning  
Amravati Road, Nagpur - 440 035  
Dr. S.K. Singh,  
Director  
National Bureau of Soil Survey and  
Land Use Planning (ICAR)  
Amravati Road  
Nagpur - 440 033  
Ph : 0712-2500386  
FAX : 0712-2500534, 2500319  
Email : [skcssri@gmail.com](mailto:skcssri@gmail.com),  
[director@nbsslup.ernet.in](mailto:director@nbsslup.ernet.in)  
for and on behalf of the BSS&LUP,  
by virtue of F. No. 35(1)/2013-PER-III  
dated 14/02/2014