



महाराष्ट्र MAHARASHTRA

2018

NAGPUR TREASURY
TN 774570
24 MAY 2018
Stamp Head Clerk / Sr. Clerk

MEMORANDUM OF UNDERSTANDING

**NATIONAL BUREAU OF SOIL SURVEY AND LAND USE PLANNING,
PARTNERING WITHSTERLITE TECHNOLOGIES LIMITEDFOR ADVISING
ABOUT THE SOIL STRATA OF INDIA**

Memorandum of Understanding dated 30th day of May 2018 and executed between:
Sterlite Technologies Limited (STL), having its registered office at E 1, MIDC
Industrial Area, Waluj, Aurangabad, Maharashtra 431136, (herein after called as-STL
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.

1. WHEREAS:

STL has approached ICAR-NBSS & LUP for assistance in their optical fibre cable
laying programme, especially seeking advice on type of soils that shall be countered
during excavation. The ICAR-NBSS&LUP will now be involved in providing data by
qualitative evaluation of soil strata upto 2 m depth along the routes provided by STL
by covering soil data of 20 mtrs on either side from both edges of the existing road,
besides the data in the form of excel sheets for the segments in the format provided by
STL.

१. वस्त्राचा प्रकार/अनुसूचित कार्याक	new
२. टाका नोंदणी क्रमांक व तारीख ?	नियत/नवी
३. सोयीसुविधा देण्यास किती दिवस ?	नियत दिवसक क्र.
४. निवडणुकीचे वार -	
५. जावदाराचे नाव	N. G. patil
६. जावदाराचा पत्ता	
७. जावदाराचा वय	25
८. जावदाराचा उच्च शिक्षण	10th
९. जावदाराचा व्यवसाय	
१०. जावदाराचा तारीख	30 MAY 2018
११. जावदाराचा तारीख	8446
१२. जावदाराचा तारीख	
१३. जावदाराचा तारीख	
नरेंद्र सुखलाल जैस्वाल	मुद्रांक क्र. ला. क्र. १८/९९, कोड क्र. ४६०१००१ जिल्हाधिकारी परिसर, त. कार्यालय, नासपूर (शहर)

10th

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 STL.

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. 18/km*	To be calculated (case to case)	Includes data processing, technical charges, charges for providing required manpower, equipment, etc so as to complete the work as per the quality and volume requirements of Sterlite. The total km to be processed per month is 10,000 kms. Presently 3 competent resources alongwith required equipment setup is considered to be part of the agreed expenses. Any additional expenses shall be mutually discussed and agreed based on the output which will be quarterly reviewed STL shall provide a minimum of 4250 kms every month for processing of data.
One-time expenses*	3.00lakh	One-time payment as licence fee

*Government taxes: Extra (as applicable) to be paid by STL.

4. 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 to be encountered during excavation (template appended with this MOU)	From the date of signing of MOU



Accuracy:

ICAR-NBSS&LUP confirms that they shall strive to provide data with the accuracy of 95%. STL shall validate the data and shall revert to ICAR-NBSS&LUP on time to time basis actual work done at site and strata collected by representative of STL.

4.2 Responsibilities of STERLITE TECHNOLOGIES LIMITED:

To support ICAR-NBSS-LUP in performing its activities, the STERLITE TECHNOLOGIES LIMITED shall:

1. Share field kmz/ kml file with ICAR-NBSS&LUP.

Payment terms and conditions:**4.3 Fund release and audit:**

The STERLITE TECHNOLOGIES LIMITED 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 against invoice raised by ICAR-NBSS&LUP
	Payment for the data provided by ICAR-NBSS&LUP every month @ Rs. 18 per km. The invoice shall be raised by ICAR-NBSS&LUP on end of every month for the work carried out during the month. STL shall make the payments within reasonable time not exceeding 30 days of receipt of this invoice.

Additional Expenses:

1. Visit of ICAR-NBSS&LUP Personnel at site for verification of data: The visits of ICAR-NBSS&LUP personnel shall be kept at bare minimum and only for the area where there is a possibility of encountering data mismatch. ICAR-NBSS&LUP shall take prior approval for deputing their manpower at site. ICAR-NBSS&LUP shall ensure that they deploy local resources for such verifications. The payment for such visits shall be as per the eligibility/ rules of ICAR-NBSS&LUP which shall be informed before deployment.

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 STL. 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 STL will be exclusively held by the ICAR-NBSS & LUP. STL are liable to be prosecuted or any other action deemed fit by the ICAR if



STL violates the prevailing rules and laws in the country applicable to Sterlite's obligations under this Agreement.

Limitation of Liability

In no event shall either Party shall be liable for any indirect, special, incidental or consequential damages, (including without limitation any interruption of service, lost profits, or loss of data), incurred by the other Party without regard to cause or theory of liability and regardless of whether or not a party was advised such damages might arise. Sterlite shall not be liable to ICAR-NBSS & LUP for any direct damages.

4.5 Settlement of disputes:

The project work will be taken up by ICAR-NBSS & LUP in consultancy mode, purely advisory in nature and STL 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.

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 Nagpur 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 on successful completion of 1st Year. ←

5.0 Termination:

The MOU may be terminated by ICAR-NBSS&LUP by giving a notice of 1 month in case there is intentional and substantial delay in releasing the payments by STL.

The MoU may be terminated by STL on following grounds:

5.1 STL is not getting the agreed output and/ or accuracy in the data provided by ICAR-NBSS&LUP

5.2 STL may terminate by giving a notice of 1 month due to changes in business requirement and projections.

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.

A handwritten signature in blue ink, appearing to read 'Adhane', with a horizontal line underneath.

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

ICAR - NBSS & LUP
NAGPUR - 479 033

Signature:

For and on behalf of

STERLITE TECHNOLOGIES
LIMITED

Signature: