



## **MEMORANDUM OF UNDERSTANDING**

### **BETWEEN**

The **Agricultural and Processed Food Products Export Development Authority (APEDA)**, an authority established by the Government of India under APEDA Act 1986 and under the administrative control of Ministry of Commerce and Industry, Government of India having its registered and Head Office at NCUI Building, 3<sup>th</sup> Floor, 3, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016 through its Chairman (hereinafter referred to as the "APEDA" which expression shall unless repugnant to the context means and include its predecessors and successors in interest and assigns of the one part).

### **AND**

**Small Farmers' Agribusiness Consortium (SFAC)** was registered under Societies Registration Act XXI of 1860 on 18th January, 1994 under the Ministry of Agriculture & Farmers Welfare, Govt. of India, having its Head Office at NCUI Auditorium Building, 5th Floor, 3, Siri Institutional Area, Hauz Khas, New Delhi-110 016 through its Managing Director (herein after referred to as "SFAC" which expression shall unless repugnant to the context mean and include its successors and assigns of the other part).

### **PREAMBLE**

WHEREAS SFAC is an exclusive society focused on increasing incomes of small and marginal farmers through aggregation and development of agribusiness.

WHEREAS SFAC has pioneered the formation and growth of Farmer Producer Organisations/ Farmer Producer Companies, which is now being implemented across the length and breadth of the country. SFAC is progressing towards establishing an eco system for FPOs/ FPCs to make them sustainable and viable in the long run.

WHEREAS SFAC offers Schemes like Equity Grant and Credit Guarantee Fund Scheme to FPCs to improve availability of working capital and development of business activities.

WHEREAS SFAC promotes development of small agribusiness through its VCA Scheme for value added processing and marketing linkages.

WHEREAS SFAC is implementing the National Agriculture Market Electronic Trading (e-Nam) platform. The purpose is to provide for a single unified market for agricultural products with much higher price discovery for farmers.

Whereas APEDA functions in the areas of development of industries relating to the scheduled products for export by way of providing financial assistance or otherwise for undertaking surveys and feasibility studies, participation in equity capital through joint ventures and other reliefs and subsidy schemes, Registration of persons as exporters of the scheduled products on payment of such fees as may be prescribed, fixing of standards and specifications for the scheduled products for the purpose of exports, Carrying out inspection of meat and meat products in slaughter houses, processing plants, storage premises, conveyances or other places where such products are kept or handled for the purpose of ensuring the quality of such products, Improving of packaging of the Scheduled products, Improving of marketing of the Scheduled products outside India, Promotion of export oriented production and development of the Scheduled products, Collection of statistics from the owners of factories or establishments engaged in the production, processing, packaging, marketing or export of the scheduled products or from such other persons as may be prescribed on any matter relating to the scheduled products and publication of the statistics so collected or of any portions thereof or extracts there from, training in various aspects of the industries connected with the scheduled products and such other matters as may be prescribed.

Whereas APEDA is also mandated with the responsibility of export promotion and development of the scheduled products viz. Fruits, Vegetables and their Products, Meat and Meat Products, Poultry and Poultry Products, Dairy Products, Confectionery, Biscuits and Bakery Products, Honey, Jaggery and Sugar Products, Cocoa and its products, chocolates of all kinds, Alcoholic and Non-Alcoholic Beverages, Cereal and Cereal Products, Groundnuts, Peanuts and Walnuts, Pickles, Papads and Chutneys, Guar Gum, Floriculture and Floriculture Products, Herbal and Medicinal Plants. In addition to this, APEDA has been entrusted with the responsibility to monitor import of sugar.

Whereas there is ample scope for working jointly between APEDA and SFAC in the interest of agriculture and allied sectors for bringing better value to the stakeholders through a variety of activities including export focus in line with the policies of the Government.

Both the parties as part of their mandate have identified common areas of cooperation and decided to reduce the same in the form of this MOU. The broad terms & conditions of the MOU are as under:



## **1. AREAS OF COOPERATION:**

It is hereby agreed that APEDA and SFAC would mutually work together in synergizing their various programmes in the interest of agriculture and allied sectors for bringing better value to the stakeholders through a variety of activities. Some of the areas jointly identified by APEDA and SFAC but not limited to, are enumerated in the following paragraphs:

- a) To formulate programmes to provide technical knowhow to FPCs to upscale infrastructure created for post harvest management for APEDA scheduled products to promote exports
- b) SFAC shall share list of all clusters in various states with APEDA who may approach the clusters for achieving scale and aggregation with export orientation. APEDA would facilitate exports by the FPCs assisted or identified by SFAC.
- c) APEDA shall facilitate certification of organic produce /areas by the FPCs assisted or identified by SFAC.
- d) To work towards capacity development, outreach programs, awareness programs and workshops of various stakeholders.
- e) To work together to showcase to the Indian and Global Market, the products, technologies, processes, knowledge and services by the FPO sector stakeholders through variety of modes as may be identified by them from time to time.
- f) Government has recently announced Agri Export Policy for doubling the Agri exports from 30+ USD billion to 60+ USD billion by the year 2022. APEDA and SFAC will jointly work together to link up the FPOs/FPCs with the exporters to achieve the goal and doubling the farmers income as well.
- g) Expenses towards implementation of aforementioned areas and cooperation will be met by SFAC and APEDA through respective enabling provisions of their financial assistance schemes.
- h) To take-up an Agri Business Promotion Unit in the North East and to mentor and handhold the FPOs in North East.
- i) To conduct agri-business programmes for agriprenuers for the units promoted by SFAC under Venture Capital Scheme. SFAC and APEDA may also conduct business to business meeting for FPO/ Retailers at places mutual consultation.

**2. JOINT COORDINATION COMMITTEE (JCC):**

Both the parties agree to the setting up of a Joint Coordination Committee (hereinafter referred to as JCC) composed of representatives from APEDA and SFAC. The terms of reference of this Committee would be to plan, monitor and oversee the activities under this MoU in accordance with the schemes and programmes of the parties. JCC will meet at least once in a quarter and periodically monitor and review the progress. APEDA and SFAC will nominate Nodal Officers for managing and implementing the decisions of JCC and the objectives of this MoU.

**3. VALIDITY:**

The MOU shall remain valid for a period of five years effective from the date of signing and can be renewed automatically for further periods of five years at a stretch, unless otherwise decided.

**4. DISPUTE SETTLEMENT AND JURISDICTION:**

All disputes or differences arising between the parties shall be referred to Arbitrator as per the provisions of Arbitration and Conciliation Act 2019 as amended. The venue and place of arbitration shall be New Delhi. The language for arbitration shall be English.

**5. TERMINATION:**

This MoU can be terminated by either of the parties on six month's notice from either side. However, if the MoU is terminated for whatsoever reason, the responsibility of each party shall continue to exist till the completion of the programmes taken up under the MoU.

**6. MATTERS NOT PROVIDED IN THE MoU:**

If any doubt arises as to the interpretation of the provisions of this MoU or as to matters not provided therein, the Parties to this MoU shall consult each other for each instance and resolve such doubts in good faith. Liability of the schemes of the respective parties under this MoU shall be of the parties in respect of their schemes.

**7. AMENDMENT:**

All alterations or amendments to this MoU shall be mutually discussed and agreed upon in writing. No amendment for change thereof shall be effective or binding on the parties hereto unless set in writing and executed by the respective duly authorized representatives of each of the Parties hereto.

**8. NOTICES:**

All notices, requests or other communication hereunder shall be sent in writing and addressed to the parties as follows:




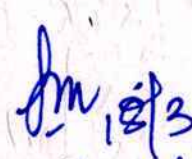
APEDA	Chairman, APEDA 3 <sup>rd</sup> Floor, NCUI Building, 3, Siri Institutional Area, August Kranti Marg, New Delhi -110 016 India. Email: chairman@apeda.gov.in
SFAC	Managing Director, SFAC, NCUI Auditorium Building, 5 <sup>th</sup> Floor, 3, Siri Institutional Area, August Kranti Marg, New Delhi -110 016 India. Email: sfac@nic.in

## 9. FORCE MAJEURE:



Neither APEDA nor SFAC shall be liable to each other for failing or delay in the performance of any of its obligations under this Agreement to the extent that such failure or delay is caused by riots, civil commotions, war, hostilities between nations, government laws, orders or regulations, embargos, actions by the Government or any agency thereof, acts of God, storms, fires, accidents, strikes, sabotages, explosions or other similar or different contingencies beyond the reasonable control of the respective parties.

Notwithstanding anything contained herein above, the decisions of the Management of APEDA and Board of Management of SFAC shall prevail over and above the clauses mentioned in this MoU.

**IN WITNESS WHEREOF**, the parties hereto affixed their signatures on 18<sup>th</sup> March, 2020 at Delhi in two originals in the English language.

For and on behalf of The Agricultural and Processed Food Products Export Development Authority (APEDA), New Delhi	For and on behalf of Small Farmers' Agribusiness Consortium (SFAC), New Delhi
Signature 	Signature 
Name P. K. Borthakur	Name Neel Kamal Sanbani
Designation Chairman	Designation MD - SFAC

Witness

1.   
D. Senthil Kumar, Secretary, APEDA
2.   
B. J. Brahma, Director, SFAC