

**Memorandum of Understanding between The Indian Council of Agricultural Research,
Ministry of Agriculture & Farmer's Welfare and CSC e-Governance Services India
Limited for delivery of Krishi Vigyan Kendra Services through Common Service Centers.**

This Memorandum of Understanding ("MoU") entered into on the 16th day of the month of July in the Year 2019 ("Effective Date").

BETWEEN

The Indian Council of Agricultural Research, Ministry of Agriculture & Farmer's Welfare having registered office at Krishi Bhawan, New Delhi-110001 (hereinafter referred to "**ICAR**") represented by **NAME OF DEPARTMENT REPRESENTATIVE** (which expression shall, where the context so admits, be deemed to include its successors, executors and administrators) of the **ONE PART**.

AND

CSC e-Governance Services India Limited, incorporated under the Company Act 1956 by the MeitY, GoI, having its registered office at 3rd Floor, MeitY, 6 CGO Complex, Lodhi Road, New Delhi (hereinafter referred to as "**CSC SPV**") represented by **Dr. Dinesh Tyagi, Chief Executive Officer, CSC SPV** (which expression shall, where the context so admits, be deemed to include its successors, executors and administrators) of the **OTHER PART**.

(Both ICAR and CSC-SPV shall hereinafter be collectively referred to as "Parties" and individually as "Party").

WHEREAS CSC-SPV is desirous for collaborating with ICAR for e-delivery of Krishi Vigyan Kendra (KVK) Service through its rural access points.

WHEREAS CSC SPV has represented to the ICAR that it has 3.8 lakh CSCs who can perform the services set out in the Agreement.

WHEREAS the utilization of integrated services by the farmer at CSCs is purely his/her discretion.

AND WHEREAS the Parties have accordingly agreed to execute this agreement in order to record their mutual understanding.

Now it is hereby agreed by and between the Parties as follows:-



ARTICLE 1-TERMS

1.1 The following are the terms of this MoU:-

- (a) This MoU shall come into force on the Effective Date and will be valid for a period of 3 years from the Effective Date.
- (b) This MoU may be terminated by either Party by giving 30 days written notice to the other party.
- (c) This MoU may be renewed from time to time, as mutually agreed in writing by both the Parties.

ARTICLE 2-DEFINITIONS

2.1 **“MoU or “this MoU”** means and includes this MoU together with all Appendices, Annexure, Schedules, and any other attachments thereto, includes recitals written hereinabove, and as amended or modified from time to time.

2.2 **“CSCs”** means Common Services Centers, approved by the Government of India, as the front-end delivery points for Government, private and social sector services to rural farmers of India, in an integrated manner. The objective is to develop a platform that can enable Government, private and social sector organizations to align their social and commercial goals for the benefit of the rural population in the remotest corners of the country.

2.3 **Krishi Vigyan Kendra Services (KVK’s)** shall mean the following:

- (a) On-farm testing to assess the location specificity of agricultural technologies under various farming systems.
- (b) Frontline demonstrations to establish production potential of technologies on the farmers’ fields.
- (c) Capacity development of farmers on modern agricultural technologies.
- (d) Providing farm advisories by using ICT on varied subjects of farmers interest.
- (e) Produce quality technological products like seed, planting material, bio-agents, livestock which is made available to the farmers at nominal cost.

2.4 **“Farmer”** shall mean farmers or individuals utilizing integrated KVK services at CSC’s

2.5 **“VLE”** means Village Level Entrepreneur managing front end delivery points.

2.6 **“Digital Seva Portal”** “shall mean the online transaction portal on which the link to access KVK services is hosted



ARTICLE 3 - SCOPE OF MOU

3.1 The following scope of MoU is mutually agreed between the Parties and has been signed with following objectives:-

- (a) Mapping of existing CSC's with existing KVK
- (b) Identification & Registration of farmer interest in capacity building services of KVK
- (c) Utilization of ICT enabled KVK services by farmer at CSC's.
- (d) Enabling video consultation between farmer and specialist/scientist for the issues pertaining his crops(yield ,Soil)
- (e) Setting up of demonstration plots upon request by the farmer subject to joint agreement.
- (f) Integration of KVK services with CSC SPV online platform for subject mentioned in points above.

ARTICLE 4 – ROLE OF CSC SPV

4.1 The following will be the role of CSC SPV:-

- (a) Assisting farmer to fill up online interest form for KVK services through Common Service Centers (CSCs)
- (b) Creating awareness about KVK services in the concerned areas.
- (c) Providing access of CSCs network to ICAR across the country.
- (d) Integration will be done wherein an Authorized VLE can only access KVK website through authorized CSC platform.
- (e) Support in integrating among the two systems for ICT enabled registration through CSCs.
- (f) Support ICAR in advertising KVK services through banners at CSC workshops and other awareness campaigns including CSC Newsletters.
- (g) Designing marketing collaterals to help VLEs in understanding the concept of KVK.
- (h) CSC SPV will dedicate one person at ICAR office for the support and coordination at our own cost.
- (i) Create a cluster of about 200 farmers at each CSC for two way communication.



ARTICLE 5 – ROLE OF THE ICAR

5.1 The ICAR will have following role:-

- (a) Support integration of CSC platform with KVK website for assisted services to be provided through Common Service Centers across India.
- (b) Participation in workshops and other training sessions for the VLEs regarding this initiative.
- (c) Provide efficient reconciliation & settlement mechanism with CSC SPV.
- (d) Nominate a single point of contact for CSC SPV and the Nodal officer shall be over-all in-charge of the project.

ARTICLE 6 – FINANCIAL IMPLICATIONS

6.1 Both parties agree to the following:-

For every ICT enabled KVK service delivered at CSC, VLE can charge farmer an amount agreed upon by both the parties. Mechanism will be devised by both the parties.

ARTICLE 7 – TECHNICAL INTEGRATION

7.1 Both parties agree to the following:-

(a) Responsibility of CSC-SPV:

- i. CSC-SPV will provide necessary document to ICAR for integration with online digital seva portal.
- ii. CSC-SPV will integrate CSC connect (VLE authentication system) and CSC wallet (payment mechanism) for the online service implementation & delivery.
- iii. CSC-SPV team will help resolving all issues arising during the uptime of the integration service.

(b) Responsibility of ICAR :

- i. ICAR will provide all necessary technical support for integrating with existing online application of KVK
- ii. ICAR will provide necessary formats in which the reports would be needed from CSC-SPV.
- iii. ICAR will help resolving all issues arising during the uptime of the service
- iv. ICAR will provide all necessary reports & dashboards to CSC-SPV on the number of applications filled through the channel



ARTICLE 8- CONFIDENTIALITY

8.1 Both the parties are to abide to the following:-

- a) Both parties shall take all reasonable care to ensure that intellectual property, privacy and confidentiality of any information (inclusive but not limited to farmer data, software, designs, dataset, etc.) from other party (and other institutions, as applicable) are not compromised. The related issues will be settled on mutually agreed terms on the extant rules and guidelines of GOI/DARE-ICAR as applicable.
- b) Each Party will treat as confidential all confidential Information of the other party and shall not disclose such confidential Information to any third party without prior written consent of the other party.
- c) Each party will promptly notify the other party of the actual or suspected misuse or unauthorized disclosure of the other party's confidential information.
- d) The employees and all other persons concerned with the provision of the services under this MoU are aware of and understand the duty of confidentiality imposed on them under this Agreement.
- e) Exceptions. Notwithstanding the above, neither party will have liability to the other with regard to any confidential information of the other which the receiving party can demonstrate:-

- (i) Was in the public domain at the time it was disclosed or has become in the public domain through no fault of the receiving party.
- (ii) Was known to the receiving Party through no breach of any other confidentiality MoU at the time disclosure, as evidenced by the facts.

The receiving party/ documents in existence at the time of disclosure.

- (iii) Was independently developed by the receiving party as evidenced by the receiving parties file/documents in existences at the time of disclosure.
- (iv) Is disclosed by the disclosing party to any third party without confidentiality obligations similar to those contained in this MoU; or
- (v) Is disclosed pursuant to the order or requirement of a court administrative agency, or other governmental body, provided, however, that the receiving party will provide prompt notice thereof to the disclosing party prior to any disclosure to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.
- (vi) If a receiving party claims that confidential information falls under one of the above subsections such receiving party has the burden of establishing the fact of such exception by clear and convincing evidence.



ARTICLE 9: LIMITATION of LIABILITY

9.1 Neither party shall be liable to other party in contract tort negligence breach of statutory duty or otherwise for any loss damage, costs or expenses of any nature whatsoever incurred or suffered by that other party that are:-

- (a) Of direct, indirect, special, or consequential nature; or
- (b) Any loss of turnover, profits, contracts, business opportunity will; or
- (c) In respect of lost, incorrect, or spoiled data.

ARTICLE 10 – INDEMNITY

10.1. Each Party shall indemnify and hold harmless each other from any third party claims and losses arising in connection with this MoU to extent that such claims or losses are attributable to or arise from the MoU action or omissions of its own employees or agents.

ARTICLE 11- REPORTS

11.1 Both the parties shall provide transactional and operations reports periodically to each other, which may be specific to a services, geographic region or consolidated in a format specified by the parties. These reports would help in understanding the effectiveness of the services, Issue faced in the field and potential improvement areas and infrastructure and other complements under its scope of operations.

ARTICLE 12- NON – BINDING

12.1 The terms of this MoU are statements of intent only and are intended only to provide the general principle and key for initial cooperation, understanding and negation between the parties. This is not a binding agreement between the parties and does not contain all matters upon which agreement must be reached in order for any transaction between the Parties to be consummated. This MoU does not constitute an offer, binding commitment or obligation on Party. Nor shall it be construed as creating a contract or deemed to be a contract of any nature and under no circumstances and no legally binding agreement shall exists until the Parties have negotiated, prepared and executed separate individual written agreement(s) establishing obligations of the Parties as approved by each Part's management and legal entities.

ARTICLE 13- NOTICES

13.1 All notices and other communications under this MoU shall be in writing and in English and either delivered by hand or sent by registered reordered Addresses.

ARTICLE 14- RELATIONSHIP BETWEEN THE PARTIES

14.1 The Parties are independent entities, and no agency, partnership, joint venture or employer relationship is intended or created by this MOU. Neither Party will make any warranties or representations on behalf of the other.

ARTICLE 15- MODIFICATIONS

15.1 No modifications to this MOU will be effective unless agreed to in writing by the Parties.

ARTICLE 16- SERVERBILITY

16.1 If any of the provisions of this MoU are declared to be invalid, Such provisions shall be served from this MoU and the other provisions here of shall remain in full force and effect.

ARTICLE 17 – DISPUTE RESOLUTION

17.1 This MoU shall be governed according to the Indian laws and each Party shall submit to the jurisdiction of the Courts at Delhi, India.

17.2 Any differences or disputes arising out of in connection with MoU including any question regarding its existing, validity or termination shall be resolved mutually by the parties. However, in the event of non-resolution, the matter may be referred to arbitration, which will be governed by Arbitration and conciliation Act 1996.

ARTICLE 18 – FORCE MAJEURE

18.1 Notwithstanding any provision contained in this agreement, neither party shall be liable to the other to the extent fulfillment or performances of any terms and conditions of this agreement is delayed or prevented by revolutions, civil disorders, wars, acts of enemies, strikes, lack of available resources from persons other then parties to this agreement, electrical equipment or availability failure, fires, floods, rains, snows, ice, earthquake, natural, calamity, federal, states or municipals action, statute, ordinance, or regulation or without limiting the foregoing, any other cause not within its control and which by the exercise for reasonable diligence it is unable to prevent, whether of the class of causes hereinbefore enumerated or not . If any force majeure event occurs, the affected party will give prompt written notice to the other party and will use reasonable effects to minimize the impact of such event.

ARTICLE 19 – MISCELLANEOUS

19.1 Both parties agrees that:-





- (a) Assisted online Registration application form filling through CSCs is purely optional for the farmer.
- (b) All the terms & conditions for filing of online application through CSCs are solely defined by ICAR and CSC SPV, no single party can change or alter anything. CSCs will



only be another mode of applying for the farmer who need assistance in filling online application.

(d) CSC SPV shall ensure a close coordination with ICAR and ensure overall supervision on functioning of CSCs for the services covered under this agreement.

IN WITNESS WHERE OF, the parties here to have signed this MoU hereunder on the dates respectively mentioned against the signature of each.

CSC e-Governance Services India Limited	The Indian Council of Agricultural Research
	
NAME: Dr. Dinesh Kumar Tyagi DESIGNATION :CEO(CSC-SPV)	NAME :Dr AK Singh DESIGNATION:DDG (Ag Extension)
	
WITNESS SARTHAK SACHDEVA General Manager	WITNESS Dr Randhir Singh ADG (Ag Extension)

Appendix 'A'

1. SERVICE CHARGES

S.No	Service charges paid by the farmer	Type	Transaction charges
1	Per Transaction Charge for ICT Enabled KVK services	Per transaction
2	Video-	Per transaction

