



குடிமகன்கள் தமில்நாடு TAMILNADU

-3 DEC 2019

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M.S. Swaminathan Research Foundation

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M. KAILASH CHAND  
STAMP VENDOR-L.No.11727/C/91  
SAIDAPET, CHENNAI-15. ☎:9840173096

### MEMORANDUM OF AGREEMENT

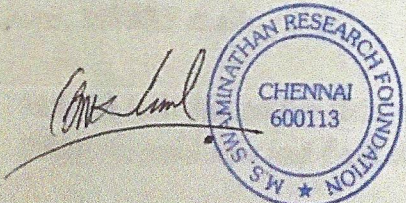
This Memorandum of Agreement is made on 06<sup>th</sup> day of December 2019.

BETWEEN

**ICAR - Central Institute of Fisheries Technology**, a constituent of the Indian Council of Agricultural Research (Address: Matsyapuri P.O., Willingdon Island, Cochin - 682029, Kerala), hereinafter referred to as Institute or ICAR-CIFT, represented by its authorized representative as the **FIRST PARTY**.

AND

**M.S. Swaminathan Research Foundation**, a non-profit organization, having its head office at 3rd Cross Road, Taramani Institutional Area, Chennai-600 113 (hereinafter referred to as 'MSSRF' which expression shall include its successors and authorized assigns), represented by Dr. N. Anil Kumar, Executive Director, as the **SECOND PARTY**.





## 1. GENERAL

WHEREAS, ICAR-CIFT is a technology Institute in India, under ICAR, which caters to the entire spectrum of fisheries from harvest to post-harvest operations. The Institute provides technologies and services to the fishing and fish processing industries in the areas of craft and gear, processing including products development, packaging and waste utilization, nutrition, microbiology and biotechnology, engineering, quality assurance and socio-economics and extension. The Institute is desirous of establishing close linkage with the fishing and fish processing industries that are willing to take-up technology protect the intellectual property rights and willing to incorporate technological changes as may be required from time to time in consultation with the Institute.

WHEREAS, MSSRF is a not-for-profit trust envisioned and founded by Prof. M. S. Swaminathan in 1988. The Foundation aims to harness the use of modern science and technologies and traditional wisdom for sustainable agricultural including fisheries and rural development. The last 30 years of MSSRF's work in different states of India resulted in the development and dissemination of many user-friendly and cost-effective technologies that helped improve lives and livelihoods thousands of tribal and rural farming and fishing families.

WHEREAS, MSSRF and ICAR-CIFT have mutual interest in conducting Contract Research work and agree that there is a need to have MoU under which detailed work plans can be developed and implemented.

## 2. AGREEMENT

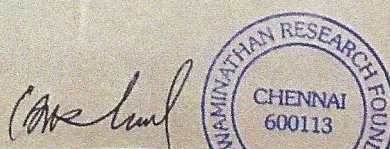
2.1 In order to further develop the partnership between MSSRF and ICAR-CIFT, by the two parties have agreed in principle to

- Research on disciplines related to the use of bycatch reduction devices along the Mandapam coast
- Undertake research activities in other areas of mutual interest to both MSSRF and ICAR-CIFT and
- Cooperate in other means for exchanging scientific knowledge and information, such as co-publication of research;
- ICAR-CIFT, MSSRF reserves the right to use the information generated in connection with the project for research / academic purposes (including publications).

2.2 The scale of research between MSSRF and ICAR-CIFT will be determined from time to time by a joint evaluation of MSSRF and ICAR-CIFT.

2.3 Within the work plan agreed upon by both parties and subject to personnel and budgetary limitations, MSSRF shall:

- MSSRF will extend the field support to ICAR-CIFT in carrying out the installation of the BRDs in trawl nets and field study along Mandapam coast in three landing centres
- Identification of fishing boats in three landing centres for conducting the observer programmes with
  - a. Same HP
  - b. Same length of the boat
  - c. GPS
  - d. Fisher Friend
  - e. Ecosounder





- g. Fishermen of the boat should have fishermen ID Card, Skippers license etc.
- h. Insurance for the staff and observers
- To mobilize fishermen and boats for the observer program and trainings
- Identify four persons who can function as facilitators cum translators and help the main observer (identified by ICAR-CIFT) on-board the fishing vessel conducting the experiments.
- MSSRF shall meet expenses for the contract staff appointed and
- MSSRF shall meet TA and accommodation for the officials involved in the contract research for the observer program as per Government norms and conditions

### 3. CONTRACT RESEARCH FEES

3.1 MSSRF agrees to pay a maximum amount Rs. 700000 + 126000 GST @ 18% (Rupees eight lakhs twenty six thousand only) as payment to ICAR-CIFT for coordinating and implementing the activities as outlined before.

- a. MSSRF shall pay the amount in three installments to ICAR-CIFT account  
The first installment of 50% shall be paid within one month after signing the MoU against plan
- b. The second installment of 25% shall be paid according to the project needs and progress in the project and submission of the reports
- c. The third installment of 25% shall be paid after completion of the project and sending the final activity report in July 2020.

3.2 ICAR-CIFT can calculate overhead costs of not more than 12% for all spent funds. If the maximum of allocated funds cannot be spent, overhead costs cannot be charged, and unused funds shall be paid back (if no other use is agreed upon the two parties).

3.3 A first accounting report will be provided by CIFT to MSSRF in December 2019, a second report in March and final report in June 2020. The report must contain

- a. Statement of account and Audited UC
- b. Invoice for the period

An (internal) project account shall be established and an account balance sheet kept (Statement of Accounts)

#### ICAR-CIFT statement of project account

Period ----- 2019 until ----- 2020

1	Opening balance	---- INR
2	Total advance received during the period	---- INR
3	Invoice for the period	---- INR
4	Balance available with ICAR-CIFT	---- INR

### 4. VALIDITY AND TERMINATION

4.1 This MoU shall take effect on the date the last authorized representative affixes his/her signature, and shall remain valid for period of **two years** unless sooner terminated when one of the parties notifies the other in writing of its intention to terminate the MoU, in which case, the MoU will terminate immediately from the date of such notification. This MoU may be further renewed or extended upon mutual agreement between the parties, which shall be made not later than three months prior to the termination date.

4.2 The agreement shall be terminated if there is any violation of the terms and conditions, as determined by both the Institute.



**5. AMENDMENT TO THE MoU**

- 5.1 During operation of the agreement, if in the opinion of both the parties some alteration or modifications of the MoU is considered essential, these may be mutually discussed and agreed upon in writing signed by duly authorized representatives.
- 5.2 This MoU may be further renewed or extended upon mutual agreement between the parties, which shall be made not later than two months prior to the termination date.
- 5.3 If any provision of this agreement is declared Government or unenforceable, this agreement and balance of this agreement will remain in full force and effect.

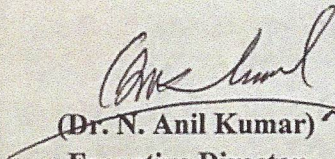
**6. GOVERNING LAW**

- 6.1 This MoU shall be governed by and construed in accordance with the laws of India and in any dispute arising out of or relating to this agreement, the Parties submit to the exclusive jurisdiction of the Courts situated at Cochin, Kerala or Chennai, India.
- 6.2 Any dispute arising during operation of the MoU shall be settled through mutual consultations and agreement or arbitration.

IN WITNESS WHEREOF, the PARTIES have executed this MoU and represent that they approve, accept and agree to the terms contained herein

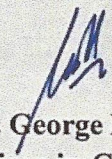
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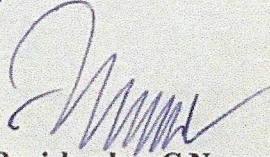
**For MSSRF**

  
(Dr. N. Anil Kumar)  
Executive Director  
MSSRF  
**Dr. N. ANIL KUMAR**  
Executive Director  
M.S. Swaminathan Research Foundation  
3rd Cross Road,  
Taramani, Institutional Area  
Chennai - 600 113, INDIA



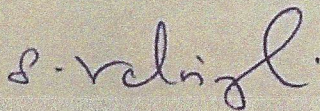
**For ICAR-CIFT**

  
(Dr. George Ninan)  
Officer-in-Charge,  
ITMU, ICAR-CIFT  
Cochin

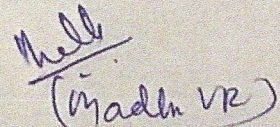
  
Dr. Ravishankar C.N.  
Director, ICAR-CIFT Cochin  
(Counter signed)

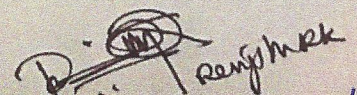
Date: 6<sup>th</sup> dec. 2019

For MSSRF  
Witnesses



For ICAR-CIFT  
Witnesses

  
(Madhukar)

  
Ravishankar