



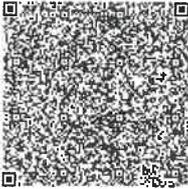
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL52146303446499T
Certificate Issued Date : 26-Feb-2021 10:09 AM
Account Reference : IMPACC (IV)/ dl857503/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL52146303446499T
Purchased by : ISAP
Description of Document : Article Others
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : ISAP
Second Party : Not Applicable
Stamp Duty Paid By : ISAP
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



.....Please write or type below this line.....

AGREEMENT

This AGREEMENT ("Agreement") is executed at New Delhi on this June 07, 2021

By & between

Polaris Foundation, based at 244 Anna Salai, Chennai 600006, is supported by AAUM Trust, (hereinafter also referred to as "PF"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns, of the One Part;



Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.chrestamp.com or using e-Stamp at b'n App of Stock Holding Corporation of India or its mobile app available on the website & mobile App under its website.
2. The date of checking the genuineness of the stamp of the certificate.
3. In case of any discrepancy please reach the Computer Authority.

and

Indian Society of Agribusiness Professionals, a Company incorporated under provisions of Section 8 of the Companies Act, 1956 and having its Registered Office at E16/B1, Mohan Cooperative Industrial Estate, Mathura Road, New Delhi - 44 (hereinafter also referred to as “**ISAP**”) which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its legal heirs, of the Other Part.

Hereinafter, individually referred to as “party” and collectively referred to as “parties”.

WHEREAS:

- A. PF is committed to overseeing holistic rural development, and engaged in the areas of rural livelihood, health, education and holistic community empowerment and development in selected districts of Maharashtra, Madhya Pradesh, Chhatisgarh, Uttar Pradesh, Gujarat, Uttarakhand, Assam, Tamilnadu and Andhra Pradesh.
- B. ISAP represents that it is a development organisation operating in over a One Million farm households in Livelihood Enhancement Programs (250 Farmer Producer Organizations, One million farm Households); Incubated 2458 Agribusiness Enterprises; 31 Community Water Treatment Plants; 2 Rural Hospitals (50 beds capacity) across 5000 Villages in 250 Blocks of 100 Districts in 11 States of India and 457 Employees and is desirous of providing its services to PF.
- C. Whereas PF has agreed for an association with ISAP, who has the necessary infrastructure, expertise and experience required for carrying out the specific project as detailed in Annexure 1 on the basis of the voluntary contribution made by PF on the terms and conditions mentioned hereinafter.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1: APPOINTMENT and SCOPE OF ACTIVITIES

PF hereby appoints ISAP and ISAP hereby accepts its appointment for implementation of project titled ‘Strengthening of on-farm livelihoods through Farmer Producer Organizations (FPOs) under Mission Samridhi’, the details of which are listed Annexure 1 (hereinafter referred to as “**Activities**”):

Article 2: DUTIES AND RESPONSIBILITIES OF ISAP

- 2.1 ISAP undertakes to safeguard the interests of PF in every respect and, in particular, to do everything in its power and do its best endeavour to perform its obligations under



this Agreement with all due care and diligence. The employees and the personnel allocated by ISAP to perform the activities shall exhibit highest professional and ethical standards.

- 2.2 ISAP shall issue tax exemption certificate under section 80G on the receipt of the Agreement within ten days of receipt of the funds.
- 2.3 ISAP shall ensure that it is not under any contractual or statutory or other obligation or restriction which is inconsistent with its obligations under this Agreement.
- 2.4 PF and/or its affiliate retain the right to audit ISAP's records relating to the Activities and any financial records and/or payments issued by ISAP on behalf of PF or its affiliate to any entity participating in the Activities, unless disclosure would jeopardize the confidentiality of ISAP's other clients. ISAP agrees, to maintain accurate and detailed records of information pertaining to Activities and agrees to grant access to PF and/or its affiliates at ISAP's facilities for audit of such information upon request. Such audit will require reasonable prior written notice by ISAP and/or its affiliate.
- 2.5 PF authorised representatives may visit Project site to review the progress of the work with prior information to ISAP and ISAP shall co-operate with such representatives to provide oral or written or visual information in respect with the same.
- 2.6 ISAP will share Monthly reports and annual report during the course of the partnership. The Monthly reports will be submitted within 7 days of succeeding every month and annual report within 30 days after completing 12 months of project operations duration and at the end of the project cycle. ISAP will share an overall fund utilization certificate with PF.
- 2.8 ISAP shall not issue any press release or make any other public announcement or communication regarding this Agreement nor the matters contained therein without obtaining the prior written consent of the PF.

Article 3: GRANT

In consideration of the due performance of its obligations under this Agreement, the project cost PF agrees to pay Sixty-Six Lakh & Six Thousands Only the grant as indicated in the **Annexure-I** attached. The project cost is Rs. 6,606,000 /-. 25% of the grant amount of Rs. 1,651,500/- will be released at signing of this agreement. 25% of the grant amount will be disbursed at the end of each quarter, details of which are provided below.

Amount to be disbursed	Date of Release of Contribution Funds
1,651,500/-	June 15, 2021



[Handwritten signature]

1,651,500/-	Sept 15, 2021
1,651,500/-	Dec 15, 2021
1,651,500/-	Mar 15, 2022

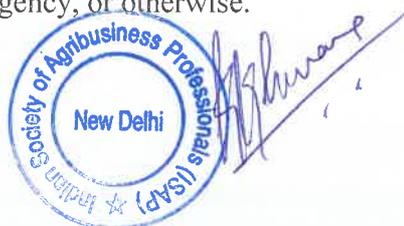
The grant shall be paid subject to deduction of tax at source at applicable rates under Income Tax Act, 1961 as amended from time to time. Any reimbursement of charges without original receipts/ bills/ supporting documents will be liable to deduction of tax at applicable rates under Income Tax Act, 1961 as amended from time to time.

Article 4: INDEMNITY

- 4.1 ISAP covenants to observe and comply with all Central, State and Local regulations and all health and safety precautions in respect of the Activities provided under this Agreement. ISAP shall at all times comply with all applicable Laws and the Rules /Regulations / notifications / circulars issued from time to time in relation to the subject matter of this Agreement (all collectively referred as "Applicable Laws").
- 4.2 ISAP shall indemnify and keep indemnified PF at all times from and against all actions, suits, proceedings, claims, demands, liabilities, penalties, losses costs and expenses of whatsoever nature made or suffered or incurred by PF whether by reason of or by virtue of (i) any non-performance or non-observance or non-compliance by ISAP of any terms and conditions of this Agreement or of any of the Applicable Laws; (ii) any public liability claims, environmental damage and industrial accidents or (iii) willful misconduct or negligent acts or omissions on the part of ISAP or its agents/ representatives.

Article 5: ETHICAL POLICY

- 5.1 ISAP understands that PF employees are required to comply with the PF Code of Conduct including the Gifts & Entertainment and Bribes and Kickbacks sections. ISAP agrees that its officers and employees have been made aware of these Code sections, as they apply to PF employees and the business of PF, and shall not pay any salaries, commissions or fees (or make any other payments or rebates) to any employee, officer or director of PF (or any designee of such employee, officer or director) or favour any such individual with gifts, entertainment, services or goods, that are prohibited by the PF Code of Conduct.
- 5.2 With respect to actions taken under this Agreement, ISAP agrees that ISAP and its officers and employees will not improperly or illegally influence or attempt to influence any other person's business decisions, whether an individual, business entity, governmental agency, or otherwise.



- 5.3 ISAP agrees that if ISAP or its officers or employees has a concern about possible ethical misconduct or a possible violation of the PF Code of Conduct, Gifts & Entertainment or Bribes and Kickbacks sections, ISAP will promptly report the concern to an PF manager.
- 5.4 ISAP hereby agrees that ISAP will take no action inconsistent with the foregoing, directly or indirectly. ISAP further acknowledges and agrees that any such action will serve as grounds for immediate termination of this Agreement by PF.

Article 6: PRIVACY & DATA PROTECTION

- 7.1 In relation to the performance of this Agreement, PF may have access to and may use information that identifies employees, contractors, customers or suppliers of ISAP (hereinafter "Personal Data"). The Parties agree that any and all Personal Data provided to PF by ISAP, or collected by PF on behalf of ISAP shall be used for the purposes connected to the performance of this Agreement. PF may carry out the processing of Personal Data on behalf of ISAP or on its own behalf and shall (i) take commercially reasonable technical and organizational security measures to protect Personal Data against unlawful use or disclosure and (ii) maintain Personal Data in confidence without disclosing to third parties outside the PF group of companies and selected contractors that PF may use for the same purposes. ISAP shall give adequate notice to individuals as well as obtain explicit consent as it may be required by law for the processing of Personal Data by PF and its affiliates.

Article 7: TERM AND TERMINATION

- 7.1 The agreement will be effective from Junel 15, 2021 (hereinafter called the "Effective Date") and shall remain in full force and effect for one year, unless terminated earlier, in accordance with the provision of this Agreement or the period is extended through a mutually agreed amendment to the Agreement.
- 7.2 This Agreement may be terminated with or without any cause at any time by PF by giving 90 days prior written notice of termination.
- 8.3 That without prejudice to any other remedy PF may have against ISAP for any breach or non-performance of any part of this Agreement, PF shall have the right to terminate this Agreement forthwith without any prior written notice on ISAP being found guilty of a breach of the provisions of this Agreement or being guilty of misconduct or negligence of its duties; or



8.4 The expiry of this Agreement shall not absolve either party from any liability which either party may have incurred under or by virtue of this Agreement prior to such expiration or termination.

Article 8: MISCELLANEOUS

8.1. FORCE MAJEURE

Neither party to this Agreement shall be liable for failure to perform any of its obligations hereunder for reasons beyond its reasonable control including but not limited to acts of God, war, fires, floods, civil commotion, riots, earthquake, terrorism, pandemic, lockdowns, strikes and lockouts not caused by the negligence or willful misconduct of the parties. PF may at its sole discretion terminate the Agreement forthwith if the conditions of force majeure continue for a period of more than one month.

8.2. INVALIDITY

Should one or more of the terms in the Agreement is construed to be or becomes wholly or partly inoperative or illegal ("ineffective term"), this shall not affect the validity of the remaining terms of this Agreement. In such case, the ineffective term(s) shall be replaced by mutually agreed valid and legal term(s) achieving to the extent possible the economic purpose of the ineffective term.

8.3. DELEGATION / ASSIGNMENT

ISAP shall not be entitled to delegate or assign any of its duties and obligations under this Agreement to any third party without obtaining prior permission of PF to that effect. PF shall not be liable for any claims or dues of such representative/agent/associate. Similarly, PF will not take any responsibility for any sort of dispute or litigations between ISAP and its appointed representative/agent/ associate.

PF is entitled to assign this Agreement or any of its rights, obligations or beneficial interests hereunder in whole or in part to any of its affiliate without obtaining the prior written consent from and after having given written notice thereof to ISAP.

8.4: NOTICE

All approvals, consents, notices or other communication provided for in this Agreement shall be in writing in the English language and shall be delivered personally or sent by certified or registered airmail or courier or transmitted by telefax, or through email to their respective addresses as mentioned hereinabove or to such other address as may be subsequently indicated by the parties.

8.5: WRITTEN FORM & AMENDMENTS



This Agreement constitutes the entire understanding between the parties and supersedes any previous agreements in this regard.

Any amendments or modifications of this Agreement shall only be valid when in writing and signed by both parties. There are no representations, understandings or Agreements, oral or written, which are not included herein. The terms and conditions contained in this Agreement shall govern the transaction contemplated herein to the entire exclusion of any other terms or conditions contained in any purchase order, order acknowledgment, invoice, bill of lading or other transactional document) unless otherwise agreed herein. No amendment to this Agreement shall be effected by the acknowledgement or acceptance of purchase orders, shipping instruction forms, order confirmation forms or any other documents between the parties containing terms or conditions different from this Agreement.

8.6 GENERAL

- The execution of this Agreement and the performance of any of the provisions hereof shall not be construed to constitute or be deemed to establish a joint-venture or partnership or an agency (relationship of principal & agent) between the parties hereto.
- Failure by either party, at any time, to insist upon the strict compliance by the other party with the terms of this Agreement shall in no event be deemed as a waiver of its right to require strict compliance with all terms hereof in any subsequent instance nor shall such failure prejudice any right of such party to terminate this Agreement and/or to pursue its other remedies.
- The headings of the several sections hereof are not a part of this Agreement, but are merely guides or labels to assist in locating and reading the several sections hereof.
- All Appendixes/Annexures attached hereto or referred to in this Agreement are hereby incorporated and shall form an integral part hereof. Any capitalized terms used in these Appendixes/Annexures but not otherwise defined therein shall have the meaning as defined in this Agreement.

Article 9: APPLICABLE LAWS AND ARBITRATION

- 9.1 This Agreement shall be construed and governed in all respects by the laws of India with the courts of New Delhi having exclusive jurisdiction.
- 9.2 The parties shall attempt to resolve amicably all disputes or differences whatsoever arising between the parties hereto out of or relating to the construction, meaning or operation or effect of this Agreement or breach thereof through negotiations between senior executives of the parties. However, if the parties fail to resolve amicably by negotiation the aforesaid disputes or differences within 30 days of receipt of a written 'invitation to negotiate, then such disputes or differences shall be settled by arbitration in accordance with the provisions of Arbitration & Conciliation Act, 1996. and the



award made in pursuance thereof shall be final and binding on the parties. The arbitration shall be conducted in English by a sole arbitrator to be appointed mutually by both the parties and the venue of arbitration shall be New Delhi. The cost of the arbitral proceedings shall be borne equally by both the parties.

IN WITNESS WHEREOF the parties hereto have executed this Agreement, the day and the year first hereinabove written.

SIGNED & DELIVERED for
and on behalf of the Organisation –
Polaris Foundation
by its authorised signatory

SIGNED & DELIVERED for
and on behalf of ISAP
Indian Society of Agribusiness Professionals
by its authorised signatory



Name:

Name: Kamal Khurana

Title:

Title: Chief Executive Officer (CEO)

In the presence of (Witnesses):

In the presence of (Witnesses):

1. _____

1. Surender Singh Bisht (ISAP)
Joint Account Executive

2. _____

2. SUNIL KUMAR Saini (ISAP) Account Manager
Manager

Annexure – 1

Project Title	Strengthening of on-farm livelihoods through Farmer Producer Organizations (FPOs) under Mission Sammriddhi
Project Locations	Uttar Pradesh- Sonbhadra Maharashtra – Wardha and Yavatmal
Goals & Objectives	<p>Goal</p> <p>To empower small and marginal farmers by improving their livelihood through resource optimization, skill building, institutional development and market integration</p> <p>Project Objectives</p> <ul style="list-style-type: none"> - To improve livelihood and income of small and marginal farmers - Promote balance use of fertilizers to improve soil health status - To promote IT and financial literacy amongst farmers at grass root level - Increase in share of small and marginal farmers in value chain by introducing value addition at farm-gate and market integration through FPO model
Project Activities	<p>Major Activities</p> <ul style="list-style-type: none"> - Mobilization of 5,000 Farmers - Setting up of 10 Farmer Producer Organizations (FPOs) - Agriculture Extension (Training, Demos, Exposure Visits) - Market Integration
Number of Beneficiaries	10 Farmer Producer Organizations 5,000 small and marginal farmers
Duration	June 15 th , 2021 – June 14 th , 2022 (One Year)
Budget	INR 6,606,000/- (INR Sixty Six lakh and Six Thousand Only)



Budget**1. Organisational Development & Strengthening**

SN	ITEMS	Unit	UNIT DETAILS	UNIT COST	Total Cost (INR)
1.1	Mobilization of farmers to form FIG and FPO (includes baseline survey and profiling of each farmer)	500	Lumsum	100,000	100,000
1.2	Organising ToTs & Exposure visits for Lead Farmer	1	No. of ToT/ Exposure Visits	25,000	25,000
1.3	Development & Distribution of Training Tool Kits for LF	100	No of Kits	500	50,000
1.4	Management & Technical Training to Governing Body of FPO	2	No of trainings	20,000	50,000
1.5	Exposure visit of Governing Body of FPO	1	Exposure Visit of BoDs	50,000	50,000
	Sub-total				275,000

2 Agriculture Demonstrations					
SN	ITEMS		UNIT DETAIL	UNIT COST	Total Cost (INR)
2.1	Organising Agriculture Demonstrations	50	Cost/Demo 50 demos/FPO	1,000	50,000
	Sub-total				50,000

3 HR and Travel for 5 FPOs

SN	ITEMS		UNIT DETAIL	UNIT COST	Total Annual Cost (INR)
3.1	District Coordinator	1	Cost/month	30,000	360,000
3.2	Travel of Project Team				
	Travel Cost of Project Coordinator	1	Cost/month	5,000	60,000
	Travel of Marketing Expert	1	Cost/month	5,000	60,000
	Travel of LRPs	10	Cost/month	1,500	180,000
3.3	Marketing Expert	1	Cost/month	36,500	438,000
3.4	Local Resource Persons (LRPs) (@INR 4000 per LRP/Month)	10	Cost/month	40,000	480,000
3.5	RI overheads	1	Cost/Month	8,333	99,996



Sub-total				1,677,996
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4. Program Management (HR and Travel) Cost Per FPO = 335,600/- Only

5. Total Cost of Setting up of one FPO (1 +2+4) = (275,000 + 50,000+ 335,600) = INR 660,600/- Only

Grand Total for Cost of 10 FPOs = INR (660,600 x 10) = INR 6,606,000/- Only (INR Sixty-Six Lakh and Six Thousand Only)

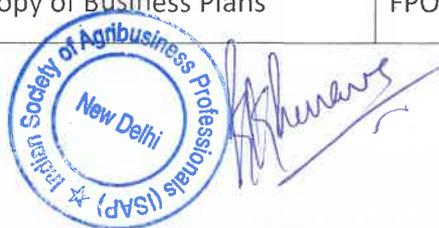
Above Cost does not include the Cost of CEO of each FPO and other support that can be extended by the sponsoring agency to the FPOs.

Major Milestones

Quarters	Particulars	Deliverables/Mean of Verification (MoVs)	Responsibility
Quarter I (Jun-Aug)	Baseline Survey	Copy of DPR	ISAP PSU Team along with Survey Team. MS Team can help in identifying potential Produce Clusters and may connect survey team with select farmers/other stakeholders to be surveyed/interviewed.
	Mobilization of 50% farmers	Profiling of 2500 farmers on MIS	LRPs in guidance of District Coordinators
	Training and Capacity Building of Farmers on Institution Building	Details of training programs along with details of agenda, resource persons, date of training, location, list of trained farmers (attendance of participants) and pics of training program	District Coordinators with the help of LRPs



	Training on Good Agriculture Practices	Details of training programs along with details of agenda, resource persons, date of training, location, list of trained farmers (attendance of participants) and pics of training program	District Coordinators with the help of LRPs
	Farm Demonstrations	Details of demonstrations (Farm locations with geo-coordinates, farmers details, crops details, variety details, agronomic practices followed, input used and yield data)	District Coordinators with the help of LRPs
	Advisory on ICT Deployment	Online record of advisory sent to project farmers	PSU Team with inputs from District Coordinators
Quarter – II (Sep – Nov)	Mobilization of rest 50% farmers	Profile of farmers on MIS	LRPs in guidance of District Coordinators
	Training on Institution Building	Details of training programs along with details of agenda, resource persons, date of training, location, list of trained farmers (attendance of participants) and pics of training program	District Coordinators with the help of PSU and Subject Experts
	Exposure Visits of BoDs	Details of Location to be visited with purpose/agenda, date, pics of the visit and list of participants	District Coordinators with FPO Market Expert
	Registration of FPOs	CIN, AoA and MoA of FPOs	District Coordinators
	Post registration compliances and securing trade licences for the FPOs	PAN, TAN, Bank Account details of FPOs, Copy of trade licences	District Coordinators/CEOs with the help of PSU and Subject Experts (including CA)
	Development of	Copy of Business Plans	FPO Marketing Expert with



	Business Plans		assistance of District Coordinators in consultation with FPO BoDs and support of Financial Expert/PSU
Quarter III (Dec – Feb)	Farm Field Days	Pics of the programs, Details of Resource Persons, Locations and list of participants (attendance)	District Coordinators with the help of LRPs
	Setting up infra for the FPOs	Pics of locations (with geo-coordinates), Rent Agreements for hired facilities	District Coordinators and FPO Marketing Expert. MS team help in identifying local resources for the same.
	Starting of Business Activities	Pics of Business Locations, Summary of transactions (trade receipts etc)	District Coordinators and FPO Marketing Expert.
Quarter IV (Mar-May)	e-Commerce Platform of the FPOs	Onboarding of FPOs and other stakeholders (buyers)	ISAP Field Team and PSU along with ISAP Centralized team on FPO Marketing
	Market linkages of the FPOs	Trade agreements of the FPOs	District Coordinators and FPO Market Experts along with PSU with the help of Centralized team of ISAP on FPO Marketing
	Scaling of Business Activities as per Business Plans	Transaction details	District Coordinators/ FPO Market Experts/CEOs
	Applying for MEGF Scheme to National Implementing Agencies	Submission receipts from the Implementing Agencies (IAs)	District Coordinators/ FPO Market Experts/CEOs with the help of PSU

- PSU – ISAP Project Support Unit at HO



Ashwari