

Memorandum of Understanding (MoU)

This Memorandum of Understanding is made on this the _____ day of _____ in the year _____

Between

The **Private Entrepreneur** having registered office at _____ being represented by its (designation) _____ Sri _____ son of _____, hereinafter referred to as the FIRST PARTY .

And

Farmer Producer Company / Farmer Producer Organisation, a registered company/ organisation having its registered office at _____ being represented by its (designation) _____ Sri _____, son of _____, hereinafter referred to as the SECOND PARTY .

OBJECTIVE

This is in connection with execution of the scheme "Participatory Farming in Horticulture in West Bengal" at certain arable plots in the district of _____ where the members of the Second Party cultivates crops, vegetables, fruits and flowers and the scheme is in terms of the Gazette Notification no. 1186/FPI&H/2E(H)-13/2016 dated 19/10/2016 of the Department of Food Processing Industries & Horticulture.

Whereas this agreement is made on temporary basis and the same will be valid for one agricultural season **(please mention the season as per Bengali calendar)** from the date of execution of this Memorandum of Understanding and both the parties will be bound to abide by the terms & conditions of the signed MoU.

Terms & Conditions:

- (1) All rights (ownership/ leasehold/ barga) of the land shall directly or indirectly lie with the farmers only and the land shall not even be leased out to the First Party.
- (2) The Member farmers of the Second Party will undertake cultivation of the crops as per mutual agreement between First Party with the Second Party.
- (3) All technological as well as supervisory and monitoring support will be provided to the identified Registered farmers forming the F.P.C/F.P.O. (the Second Party) from the First Party for successful production and supply of crops/vegetables/fruits/flowers.
- (4) The price of the cultivable crops shall be fixed beforehand at the time of agreement as per model price of Koley Market as uploaded in the website of AGMARK NET for the day.
- (5) The First Party shall supply inputs such as seeds and other necessary items for production of quality crops to the identified member farmers through the Second Party and the cost of inputs will be adjusted with the purchase price of the produce payable to the Second Party.
- (6) The First party shall compulsorily have to purchase the pre-determined crops from registered farmers as per the specification and quality as mutually agreed upon and determined at the time of agreement through discussion between the two Parties after adjusting the cost of inputs etc. supplied to the farmers by the First Party.
- (7) The Second Party shall have to compulsorily elucidate the matter to the member farmers explaining all the relevant points of this MOU including the benefit related issues to be realized by the Second Party.

- (8) The member farmers of the Second Party shall compulsorily have to supply the crops to First Party in question as per specification and quality as mutually agreed upon and determined at the time of agreement through discussion between the two Parties.
- (9) The First Party shall have to inform the Second Party well ahead (preferably 1 week before) of the date of supply of seed and other inputs and the name of the variety of the crop. Similarly, the Second Party shall have to inform the First Party well ahead (preferably 1 week before) of harvesting in order to minimize the problems related to the grading of the crops and fixation of price thereof.
- (10) The First Party shall make the payment of the supplied crops to the Second Party within 7 (seven) days from the date of supply of such crops through electronic fund transfer to the Bank Account of the Second Party.
- (11) In case of any sort of dispute, both the parties will take endeavour to reconcile and/or resolve this issue through mutual discussion in the interest of Participatory Farming and if required, they may bring the matter to the notice of the District Horticulture Officer who shall try to resolve the issue under the guidance of the respective District Magistrate.
- (12) In case of any natural calamity or any other unforeseen incident beyond the control of both the parties, decision regarding the farming /trading will be taken after mutual discussion between the Parties.
- (13) Any of the terms and conditions contained in the MoU may be varied, altered, abrogated, amended or substituted and new terms and conditions may be added to this MOU by mutual consent of the parties in writing and keeping the State Government apprised.

Signature (with seal) of First Party

Signature (with seal) of Second Party

IN WITNESS THEREOF the parties hereto have signed these presents on the day, month, and year first above written.

Witness:

1.

2.