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CA 334386


This Memorandum of Understanding (MoU) made and entered into as of this 6th day of October in the year 2018 between The Department of Soil Survey & Soil Conservation, Govt. of Kerala having it's office at 4th Floor, Centre Plaza building, Vazhuthacaud, Thycaud P.O, Thiruvananthapuram – 695014 represented by its Additional Director (Soil Survey) as the **FIRST PARTY** which expression shall include its successors-in-interest and assigns) on the other part.

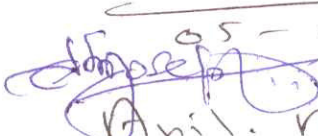
AND

ICAR- National Bureau of Soil Survey and Land Use Planning, Nagpur: Regional Centre, Bangalore represented by its Director (hereinafter called **SECOND PARTY** which expression shall include its successors-in-interest and assigns) on the one part.

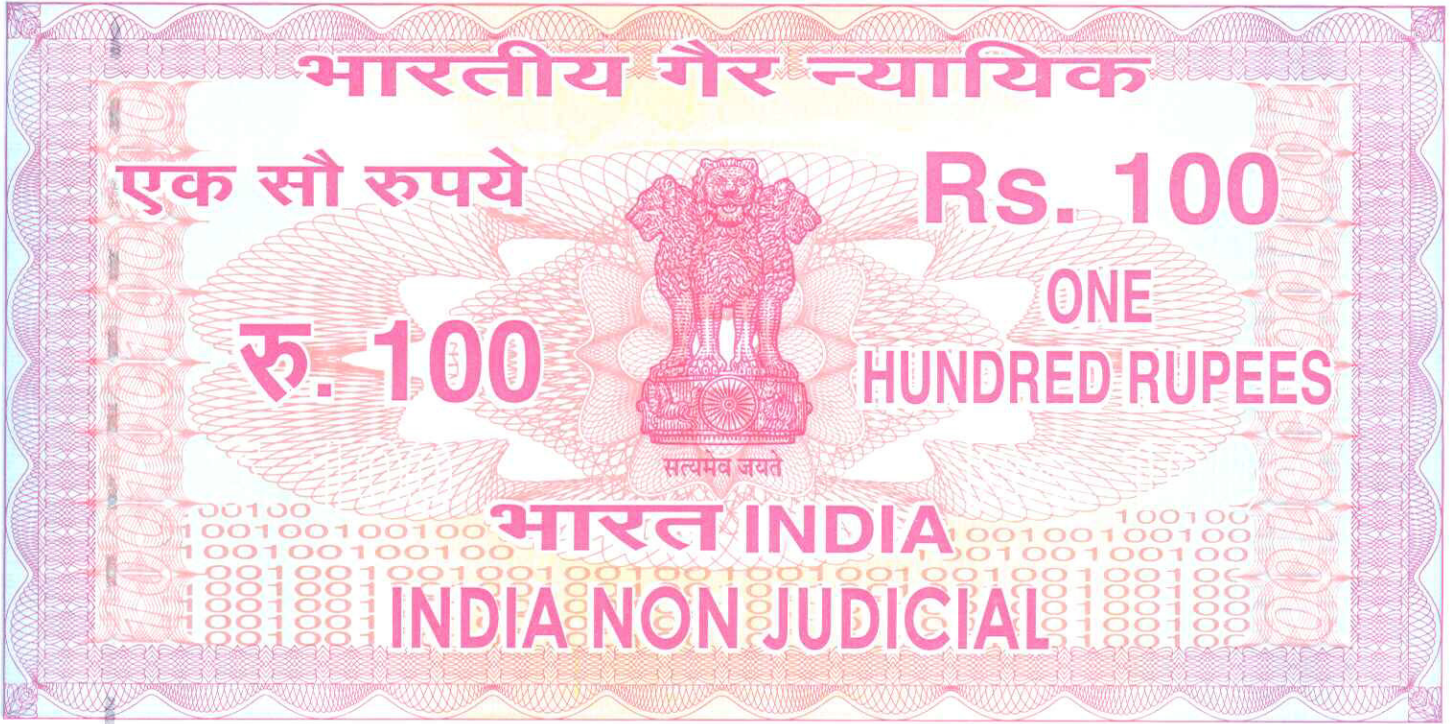
PREAMBLE

The State Soil Museum of the Department of SS&SC is a documentation and reference centre on the soils of Kerala. It gives an overview on the heterogenous soils of the Kerala State and aims to create an in-depth awareness about the importance of soils. The museum


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displays a cross section of all bench mark soils of Kerala along with the description of its occurrence, distribution, identifying characteristics, unique features etc. Each soil profile is accompanied by information on the taxonomic class, nutrient status, productivity potential and an interpretation showing the suitability of various crops, optimum land use and managerial requirements. To upgrade the soil museum to international standards, the department has decided to include the display of monoliths of different agroclimatic zones of India other than Kerala.

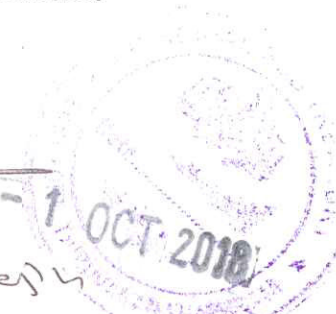
WHEREAS Kerala State Department of Soil Survey and Soil Conservation (FIRST PARTY), is the nodal department for the conservation and management of the precious soil and water resources of Kerala. The State Soil Museum established under the Department imparts awareness on the vast information about the soils of our state gathered by the scientific initiatives of the Department of Soil Survey and Soil Conservation to the general public. It also aids students, researchers and planners in scientific

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research and planning activities by imparting a scientific know-how about soils. It will also help farmers in managing their meager but precious soil resources in a balanced and rational manner.

WHEREAS ICAR-National Beaubureau of Soil Science and Land Use Planning, Nagpur: Regional Centre, Bangalore (ICAR-NBSS&LUP) is a premier institute among the foremost National Resource Management (NRM) institutes of ICAR and is mandated to undertake RD&T activities mainly in soil resource inventory and land use planning at different levels in the country.

WHEREAS FIRST PARTY desires to enter into an agreement with SECOND PARTY to procure 20 soil monoliths of different agro-climatic zones of India other than Kerala and the SECOND PARTY has agreed to supply the same.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

I. AIM AND OBJECTIVES

Keeping in view the importance of expanding the soil museum to international standards, FIRST PARTY decided to collect and exhibit the major soils of different agro-climatic regions of India other than Kerala in the State Soil Museum. Hence this proposal is being prepared and submitted by FIRST PARTY to procure 20 soil monoliths of major agro-climatic zones of India other than Kerala from the SECOND PARTY.

This MoU outlines the general roles, responsibilities and other points of agreement between the two parties for the purposes. The working-level interface for this activity is between the FIRST PARTY's Directorate at Vazhuthacaud, Trivandrum and the SECOND PARTY's Regional office functioning at Bangalore.



II. BACKGROUND

SECOND PARTY is one of the fourteen Natural Resource Management (NRM) institutes of the ICAR entrusted to conduct RD&T activities in soil survey, remote sensing applications, land evaluation and land use planning and is constantly playing a major role in the scientific understanding of soils of various agro-climatic conditions of different states of India.

Therefore the FIRST PARTY and SECOND PARTY have agreed to sign this MoU by which the SECOND PARTY agrees to make and supply 20 soil monoliths of different agroclimatic zones of India along with its description.

III. TERMS OF AGREEMENT

ROLES AND RESPONSIBILITIES OF FIRST PARTY

- FIRST PARTY shall provide all assistance to the SECOND PARTY by providing space and man power required while installation of soil monoliths at the soil museum. (The manpower for collecting, processing and transporting the monoliths shall vest with the SECOND PARTY)

ROLES AND RESPONSIBILITIES OF SECOND PARTY

- The **FIRST PARTY** should earmark and make ready the space for installation of soil monolith Board of size 8 ft x4 ft with a gap of 1 feet between boards and a minimum of 0.5 feet space should be there above and below boards and there should be sufficient space for moving and viewing by the visitors.
- **SECOND PARTY** has to provide and fix 20 soil monolith display boards of size (8 ft x 4 ft) representing major agro-climatic zones of states of India other than Kerala @ Rs. 50,000/- per monolith



at a total cost not exceeding Rs. 10,00,000/- (Rupees Ten Lakhs only)

- Expenditure of transportation and installation including labour charges shall be met by SECOND PARTY.
- SECOND PARTY shall provide the detailed description of all the soil monoliths collected including taxonomic classification, traditional name, land use, photograph of soil profile etc.
- 10 no.s of the soil monoliths shall be installed before 31/3/2019 and the remaining monoliths shall be installed within 1 year from the date of signing of this MoU or release of advance cost, whichever is latest.
- Repair of damages encountered if any within a period of 3 years from the date of installation shall be undertaken by SECOND PARTY.

This MoU in no way restricts the right of either party, to participate in similar activities with other agencies, organizations or individuals existing outside this MoU.

IV. DURATION OF THE MoU

This MoU will be in effect for 3 years from the date of installation of monoliths in the Soil Museum.

V. TERMINATION

The MoU cannot be unilaterally terminated by either party till the completion of all obligatory commitments.

VI. FUNDING : The total outlay for the purchase of monoliths is Rs. 10.00 Lakhs. 50 % of the amount will be paid as advance for soil monolith column extraction, transportation, processing and fixing on laminated bubble board with acrylic cover. The remaining amount



will be released after completion of the installation of 10 soil monoliths in the Soil Museum of the Department at Parottukonam.

VII. ADMINISTRATION

1. Nothing in this MoU will be construed as affecting the authorities of the participants or as binding beyond their respective authorities or to require any of the participants to obligate or expend funds in excess of available appropriations.
2. This agreement is not a substitute for any statutory, regulatory or policy obligations a participating institution may have. Any such obligations a participating institution may have are still binding to that institution.
3. Monthly periodic review of the project will be conducted by the Director, DSS & SC.

VIII. FORCE MAJEURE

Neither party shall be liable to the other for any delay or failure on its part in performing any of its obligations under this contract resulting from any cause beyond its control including, but not limited to strikes, fires, floods, earthquakes, explosions, riots, change in laws, acts of Government, political change etc.

IX. ARBITRATION

Disputes arising out of this agreement shall as far as possible be settled by the parties directly. In case of disagreement, the same shall be referred to Arbitration, as provided for in the Arbitration and Conciliation Act 1996.


X. JURISDICTION

The Courts in Thiruvananthapuram alone shall have exclusive jurisdiction in matters arising out of this agreement.



Signed and delivered this day
ON BEHALF OF FIRST PARTY

by both parties
ON BEHALF OF SECOND PARTY

Signature 

Designation **ANIL M. JOSEPH**
Additional Director
(Soil Survey)
Directorate of Soil Survey & Soil Conservation
Thiruvananthapuram

Signature 
Designation

Dr. S. K. SINGH
DIRECTOR
NBSS&LUP(ICAR), DARE, GOI
Amravati Road, NAGPUR - 440 033

SIGNED IN THE PRESENCE OF WITNESSES

(First Party)
1. Signature 

BINDU RAJAGOPAL
Deputy Director
(Soil Survey)
Dept. of Soil Survey & Soil Conservation
Thiruvananthapuram

Address:

2. Signature 

Name **MINIJA S. SELVAM**
Assistant Director (Soil Survey)
Directorate of Soil Survey and Soil Conservation
Address: Vazhuthacaud, Thiruvananthapuram-14

(Second Party)
1. Signature 

for **Dr. P. CHANDRAN**
Principal Scientist & Head
Division of Soil Resource Studies
ICAR - N.B.S.S. & L.U.P.,
University Campus
NAGPUR - 440 033 (M.S.)

2. Signature 

Name **Dr. N G PATIL**
Principal Scientist &
Incharge, PME Cell
ICAR - NBSS & LUP,
Address: Amravati Road, Nagpur-33