

Memorandum Of Understanding

This Memorandum of Understanding ("MOU") made on this day of 25th November 2023 for a twelve (12) months awareness program on fertilizers ("Program") on university community radio ("UCR") is being executed by and between:

Dr. Bhimrao Ambedkar University, Agra (hereinafter referred to as the "University") which expression shall mean to include its successors in title and permitted assigns)

and

Yara Fertilisers India Pvt Ltd. (CIN: U51490PN2011FTC139239) incorporated under the provisions of the Companies Act, 1956 having its registered Office at 402, Suyog Fusion, Dole Patil Road, Sangamwadi, Pune-411001 (hereinafter referred to as "Yara", which expression shall mean to include its successors in title and permitted assigns)

Yara and University are hereto together referred to as "Parties" and individually as a "Party".

• **Background**

- Yara is engaged in the business of manufacture, import and marketing of various chemical fertilizers, agri inputs and related products and services having distribution and dealer network throughout the country.
- University is an educational institute engaged in research and development in various fields including agriculture, plant nutrition and protection etc.
- Yara has requested the University to formulate and broadcast a radio program through UCR on fertilisers for the benefit of the farmers.
- This MOU and the arrangement between the Parties shall be valid from December, 2023 to December, 2024.
- Name of Community Radio Station 90.4 AGRA KI AWAZ

- Address University Community Radio, 1st Floor, Building Opp. to Dau Dayal Vocational Institute, Khandari Campus, Dr. Bhimrao Ambedkar University, Agra-282002

- **Program**

- Broadcast on UCR

- Yara shall pay to the University total cost of Rs. 9,00,000.00 (Rupees Nine Lacs only) for-

developing, recording and broadcasting on UCR 180 episodes of 30 min each.

- Payment shall be made to the "University Community Radio, Dr. Bhimrao Ambedkar University, Agra" in the bank account details provided herein.

- Payment shall be made quarterly in advance of Rs.2,25,000.00 after deduction of applicable TDS.

- There will be 15 episodes per month on an average.

- Yara will provide a detailed plan of episodes one month prior along with topic, date and speaker name and bullet points. In some cases, the Radio Program Coordinator will arrange speakers locally.

- Programs will be in the form of Expert talk, Interview, Panel discussion, Ambassador Farmers Interview, Outreach, Play, etc.

- During the program it will be communicated that "The program is sponsored by Yara Fertilisers"

- UCR will put these sessions on their digital platforms like Facebook, YouTube etc.



- UCR will provide all created assets to Yara on a monthly basis with report submission. (Radio episodes created in collaboration with Yara). Yara can use these assets for internal/external promotion purposes on all available platforms.
- Monthly report should be submitted till 8th of every month with pictures/ videos/ media coverage or digital promotion links, etc. through mail.
- The UCR will provide a monthly report to Yara on a format of Google Form which Yara will submit to various government authorities as may be required.

- Outreach Program

- Allowances for outreach programs will be paid at the rate of Rs 5000.00 (Rupees Five Thousand only) per event.
- University shall endeavour to do 24 outreach events.
- This payment shall be made monthly to the Radio Program Coordinator on submission of monthly report submit.
- University Program Coordinator will be Ms. Pooja Saxena (Radio Program Executive).

- **Program Cost Breakup:**

Sr No	Activities	Number	Unit Cost	Total Cost	Remarks
1	Radio Program of 30 mins	180	5000	900000	Development, Recording and Broadcast, quarterly advance payment of Rs.2,25,000/-

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2	Allowances for outreach visit (Equipment, Experts and University volunteers)	24	5000	120000	24 Outreach events are part of above 180 Radio Program. This amount needs to paid monthly basis without deducting TDS as this will be actual expenses incurred during event.
	Total	180		1,020,000	Radio program payment will be made on quarterly basis in advance.

• **Account Details:**

Payments shall be made for Broadcast and Outreach Program respectively in the accounts below:

- Broadcast Program
- Organization/institutional Dr. Bhimrao Ambedkar University, Agra.
- Bank Name Indian Bank
- Bank address Khandari Campus, DBRA University Agra.
- City Agra



- Branch Dr. B.R. Ambedkar University, Khandari Campus, Agra-282002, Uttar Pradesh.
- Account Holder Name Finance Officer, DBRAU, Agra.
- Account Name University Community Radio
- Account No 50528411045
- IFSC CODE IDIB000K677
- PAN Card Number AAAGD0475R

- Outreach Program

- Name of Project Coordinator/ Account Holder Name Pooja Saxena
- Phone No. 9760282840/ 8218661652
- Email 90.4agrakiawaz@gmail.com
- Name of Organization University Community Radio
- Organization Address University Community Radio, 1st Floor, Building Opp. to Dau Dayal Vocational Institute, Khandari Campus, Dr. Bhimrao Ambedkar



University, Agra- 282002

- Bank Name INDIAN BANK
- Branch Dr. B.R. Ambedkar University, Khandari Campus, Agra-282002, Uttar Pradesh.
- PAN Card Number DLHPS4977K
- Bank Account No 50131091204
- IFSC Code IDIB000K677



- **Confidentiality & Personal Data Privacy**

- Each of the Parties agrees that it shall treat as confidential any information made available to it by the other Party under this MOU which is already not in public domain as well as any confidential knowledge about matters relating to the other party obtained in the course of the Parties' association under this MOU, including without limitation matters of a technical, commercial or organisational nature and each Party further agrees that it shall not use or disclose such information and knowledge to any third parties during the term of, and for a period of three years after termination of this MOU.
- Personal Data Privacy: Parties shall, during the term of the MOU comply with, and procure that all representatives comply with, applicable data privacy laws and regulations, including information security requirements, relating to their performances under the MOU.
- Parties hereby warrant that: (i) with regard to Personal Data provided to the other Party, any requirements under applicable data protection laws and regulations are fulfilled, including legal basis and information requirements, allowing the said Party to process the Personal Data; and (ii) it will co-operate with the other Party to ensure there is an adequate legal basis for the transfer of Personal Data between the parties (where required and applicable).
- "Personal Data" shall mean any information relating to an identified or identifiable natural person (data subject), or as otherwise defined in the applicable legislation.
- The provisions of this Clause shall survive the termination of this MOU.



- **Exclusivity**

This MOU is non-exclusive, however, the Parties shall, during the term of this MOU ("Relevant Period"), work exclusively as per the scope of MoU.

- **Legal principles**

- IP (IP shall include trademark, copyright and patent) belonging or developed by either Party including any development, modification, enhancement, customisation, the improvement made thereto ("Background IP") shall remain that Party's sole IP. This MOU does not confer any right on the use of either Party's Background IP.
- Each Party warrants to the other Party that all information and other assistance provided by it shall not infringe third party rights and agrees to hold the other Party fully indemnified and harmless and at all times keep the other Party indemnified against any loss, damages, costs and expenses including attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it as a result of any action on the part of the first Party.
- Neither Party shall be liable to the other for any special, indirect, incidental, consequential, exemplary or punitive damages or loss of profit, data, revenue, reputation, business or any third-party claims (except as expressly agreed hereunder) whether in contract, tort or other theories of law, even if such other party has been advised of the possibility of such damages.
- Except as expressly stated herein, neither party has made any warranties or representations, express or implied, by operation of law or otherwise under this MOU. Neither Party has relied on any express or implied representation of the other party, written or oral, as an inducement to entering into this MOU.
- No commercial transaction is either proposed or intended between the Parties



herato through this MOU. Parties shall bear their own respective cost involved in execution of this MOU.

- **Choice of Law and Jurisdiction**

- This MOU shall be governed by and construed in accordance with the laws of India.
- The Parties shall first attempt to settle any dispute, controversy or claim arising out of this MOU through consultation and negotiation in good faith and in the spirit of mutual co-operation, failing which the dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered in accordance with the provisions of Arbitration and Conciliation Act 1996 as amended from time to time for the time being in force, which rules are deemed to be incorporated by reference in this clause.
- The seat of the arbitration shall be Delhi. The Tribunal shall consist of 1 arbitrator. The language of the arbitration shall be English.
- Subject to the foregoing, courts at Delhi shall have exclusive jurisdiction.

- **Term and Termination**

- This MOU is in force with effect from 1st December 2023 up to 31st December 2024, but may, in any event, also be further extended by a subsequent agreement in writing between the Parties.



- This MOU may be terminated at any time i) with a 3 months termination period (unless the Parties agree in writing to a shorter period at any time) ii) by either Party upon written notice to the other Party in case of breach by the other Party of one or more of the provisions herein, which breach has not been cured within thirty days following a written request to do so.

- **Severability**

If individual provisions of this MOU are or become ineffective or unenforceable, this shall not affect the effectiveness of the remaining provisions of the MOU. The ineffective or unenforceable provision shall be replaced by a provision coming as close as possible to the commercial purpose of the ineffective or unenforceable provision.

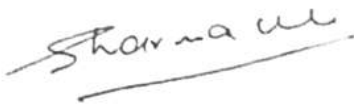
- **Ethics and Compliance**

University and Yara shall comply with all applicable laws, regulations, codes and sanctions relating to bribery and corruption, including Yara's Business Partner Code of Conduct (the current edition of which is annexed as Appendix 1), and agree that such regulations form part of the MOU. The Parties shall without undue delay report any suspected infringements of this clause to the other Party.

IN WITNESS WHEREOF, this MOU has been executed in two originals by the duly authorized representatives of the Parties.

Yara Fertilisers India Pvt. Ltd

Dr. Bhimrao Ambedkar University, Agra



By: Vinaya Kumar Sharma

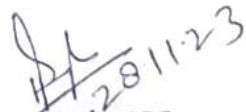
Title: Head- Commercial



By: Dr. Rajeev Kumar

Title: Registrar

Registrar
Dr. B. R. A. University, Agra


Director/Incharge
Community Radio 90.4 MHz
Dr. B. R. Ambedkar University
Khandari Campus, Agra-282 002

