

MEMORANDUM OF AGREEMENT

Among

**ICAR-Indian Agricultural Research Institute (IARI),
New Delhi-110012**

and

Fortune Agromart Private Limited, Aligarh, Uttar Pradesh

and

State Transformation Commission, Government of Uttar Pradesh

For

Collaborative Research Project

On

**Comparative Evaluation of Methane Emission Estimation Methods in Rice
and AI-Driven Insect Monitoring from Agricultural Field**

Pilot field site: Tehsil Gabhana, District Aligarh, Uttar Pradesh

Funding route: The State Transformation Commission will transfer funds to the Indian Agricultural Research Institute, New Delhi.



MEMORANDUM OF AGREEMENT FOR COLLABORATIVE RESEARCH

THE AGREEMENT

This Memorandum of Agreement (hereinafter referred to as the "Agreement" or "MoA") is signed on this 31 day of August, 2026. The "Effective Date" shall be the date on which this Agreement is signed by all three Parties, or, if the dates of signature vary, the date of the last signature.

BY AND AMONG

ICAR-Indian Agricultural Research Institute, New Delhi, a constituent unit of the Indian Council of Agricultural Research (ICAR), a society registered under the Societies Registration Act, 1860, located at 1, Rajendra Prasad Road, Krishi Bhawan, New Delhi, and having its administrative office at Pusa Campus, New Delhi-110012, India, acting through its Joint Director (Research) (hereinafter referred to as "ICAR-IARI" or the "FIRST PARTY", which expression shall, unless repugnant to the context, mean and include its legal representatives, successors and permitted assigns), of the FIRST PART;

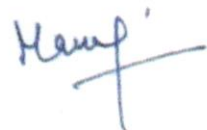
AND

Fortune Agromart Private Limited, a company incorporated under the Companies Act and having its registered office at Elampura, Chandaus Pisawa Road, Chandaus, District Aligarh, Uttar Pradesh-202132, India (hereinafter referred to as "Fortune Agromart" or the "SECOND PARTY", which expression shall, unless repugnant to the context, mean and include its legal representatives, successors and permitted assigns), of the SECOND PART;

AND

State Transformation Commission, Government of Uttar Pradesh, having its office at Yojana Bhawan, Uttar Pradesh Secretariat, Lucknow-226001, Uttar Pradesh, India (hereinafter referred to as "STC" or the "THIRD PARTY", which expression shall, unless repugnant to the context, mean and include its successors and permitted assigns), of the THIRD PART.

ICAR-IARI, Fortune Agromart and STC are hereinafter referred to individually as a "Party" and collectively as the "Parties".



PREAMBLE

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- a. **WHEREAS** the FIRST PARTY is a premier centre for agricultural research, soil and fertilizer research, instrumental in developing several technologies, machines, tools and high yielding varieties of almost all the major crops, promoting agriculture mechanization in the country, and has the expertise in quantification of air pollutants from different sources and their impacts on soil, plants, water and air (Annexure II);
- b. **WHEREAS** the SECOND PARTY is engaged in the business of agriculture and works with farmers to promote sustainable agricultural practices through efficient water management and other climate smart agricultural practices. As a part of this initiative, the SECOND PARTY has deployed a methane monitoring system for continuous monitoring of methane from rice paddy fields, together with an AI based automatic insect monitoring system, in farmers' fields in the villages of the Aligarh region of Uttar Pradesh, and it is desirous to use the results derived by the FIRST PARTY under the research project entitled "Comparative Evaluation of Methane Emission Estimation Methods in Rice and AI-Driven Insect Monitoring from Agricultural Field", hereinafter referred to as the "PROJECT";
- c. **WHEREAS** the THIRD PARTY is mandated to drive transformative development initiatives in the State of Uttar Pradesh through use of data and evidence in policies. The STC is mandated to lead and coordinate the Departments towards achieving One Trillion USD economy for the state. The STC, is committed to promoting technology driven and sustainable agricultural practices for the welfare of farmers, and is supporting the pilot project to M/s. Fortune Agromart Private Limited under which the said monitoring systems have been deployed;
- d. **WHEREAS** the FIRST PARTY shall work on the PROJECT and, in due course of the work to be carried out, intellectual property may generate, hereinafter referred to as "INTELLECTUAL PROPERTY";
- e. **WHEREAS** the FIRST PARTY shall work on the PROJECT and, in consideration of the work to be carried out, knowledge or any form of discovery may come up outside the ambit of the legal definition of INTELLECTUAL PROPERTY, hereinafter referred to as "KNOWHOW".

C. V. [Signature]

[Signature]

[Signature]

Now therefore, in consideration of the premises and mutual covenants hereinafter contained, the Parties hereto agree as follows:

1.0 SCOPE OF THE AGREEMENT

- 1.1 This Agreement details herein the terms and conditions, responsibilities and obligations, financial arrangements and intellectual property rights agreed to among the FIRST PARTY, the SECOND PARTY and the THIRD PARTY pertaining to the PROJECT.

2.0 OBJECTIVES OF THE AGREEMENT

This Agreement is signed among the FIRST PARTY, the SECOND PARTY and the THIRD PARTY for the FIRST PARTY to take up the PROJECT and provide a detailed study and report to the SECOND PARTY and the THIRD PARTY. The objectives, methodology and schedule of work of the PROJECT are set out in Annexure I.

3.0 ROLES AND RESPONSIBILITIES

3.1.0 RESPONSIBILITIES OF THE FIRST PARTY

- 3.1.1 The FIRST PARTY shall undertake the work on the PROJECT as per schedule of work detailed in the protocol jointly made with the SECOND PARTY, which forms part as Annexure I (the collaborative research project document).
- 3.1.2 The FIRST PARTY shall begin the PROJECT work right after signing of this Agreement and after receipt of the first instalment of the research fee in accordance with Article 4.
- 3.1.3 The FIRST PARTY shall perform all the prescribed procedure according to the planned protocol and may come up with the KNOWHOW.
- 3.1.4 The FIRST PARTY shall not be responsible for any damage to the property, plant or material of the SECOND PARTY consequent to the research being provided.
- 3.1.5 The FIRST PARTY shall submit a satisfactory final report to the SECOND PARTY and the THIRD PARTY as per the time schedule mutually agreed among the Parties.
- 3.1.6 The FIRST PARTY shall maintain confidentiality of the information provided by the SECOND PARTY and the THIRD PARTY and of the final report.

C. V. [Signature]

Ashish *Hanup*

3.2.0 RESPONSIBILITIES OF THE SECOND PARTY

- 3.2.1 The SECOND PARTY shall provide and maintain access to the pilot field site and to the field deployed monitoring systems for the duration of the PROJECT, and shall be the point of accountability to the THIRD PARTY for delivery of the PROJECT.
- 3.2.2 Fulfillment of all procedural, logistical and legal requirements, if any, for the undertaking of the evaluation of the KNOWHOW after its handing over shall be the responsibility of the SECOND PARTY.
- 3.2.3 The SECOND PARTY shall directly provide, at its own cost, two skilled manpower personnel for carrying out the activities of the collaborative research project, who shall work on project related activities during the project period.

3.3.0 RESPONSIBILITIES OF THE THIRD PARTY

- 3.3.1 Sanction the total project outlay for the PROJECT and release the sanctioned funds to the FIRST PARTY in accordance with Article 4.
- 3.3.2 The THIRD PARTY shall facilitate the necessary approvals, coordination with the district administration and liaison with the relevant departments of the Government of Uttar Pradesh as may be required for the PROJECT.
- 3.3.3 The THIRD PARTY shall review the final report and outcomes submitted under this Agreement and convey its observations, if any, to the other Parties.

4.0 FINANCIAL ARRANGEMENTS

- 4.1 In consideration of the work to be carried out by the FIRST PARTY, the total outlay of the PROJECT is a Project Cost of Rs. 12,76,500 (Rupees Twelve Lakh Seventy Six Thousand Five Hundred only) payable to the FIRST PARTY, inclusive of institutional overhead charges at fifteen (15) per cent.
- 4.2 The Project Cost payable to the FIRST PARTY shall be paid in the following manner: eighty (80) per cent, being Rs. 10,21,200, at the start of the project; and twenty (20) per cent, being Rs. 2,55,300, on submission of the draft report.
- 4.3 The THIRD PARTY shall release the sanctioned funds to the FIRST PARTY in two instalments corresponding to the payment milestones set out in Article 4. Payment shall be

C. V. Singh

Ashish Kumar

made by bank transfer in the name of Director, IARI, subject to deduction of tax at source as per prevailing laws.

- 4.4 Any delay by the THIRD PARTY in releasing funds beyond thirty (30) days from the date of the milestone confirmation shall entitle the SECOND PARTY and the FIRST PARTY to a corresponding extension of the project timeline without any adverse consequence to either of them.
4. All Government taxes and duties shall be paid on the basis of actuals at the time of each milestone payment.
4. No other charges will be levied by the FIRST PARTY unless otherwise being in the ambit and provisions of this Agreement and mutually agreed to by the Parties. If any additional expenses are to be incurred by the FIRST PARTY, the same shall be subject to prior approval of the SECOND PARTY and the THIRD PARTY.

5.0 DURATION AND TERMINATION OF THE AGREEMENT

- 5.1 This Agreement shall be deemed to have come into effect on the Effective Date. The PROJECT work shall be completed within a period of six (6) months from the Effective Date, being one rice growing season. ICAR-IARI shall commence the project work upon receipt of the agreed project funds.
- 5.2 This Agreement shall remain in force for a period of twenty four (24) months from the Effective Date, so that the obligations of the Parties relating to reporting, data sharing, confidentiality, intellectual property and publication survive completion of the PROJECT work, unless otherwise extended by the mutual written consent of all three Parties.
- 5.3 During the tenure of this Agreement, the Parties hereto can terminate the Agreement either for breach of any of the terms and conditions of this Agreement or other cause duly justified, by giving a one (1) month notice in writing to the defaulting Party, with simultaneous intimation to the remaining Party. In such case, any unspent or uncommitted amount would be returned by the FIRST PARTY to the Party from which the funds were received. Failure of any Party to terminate the Agreement on account of breach or default by another shall not constitute a waiver of that Party's right to terminate the Agreement.
- 5.4 Breach of terms and conditions shall be brought into the defaulter's conscious observation by a written notice by clearly mentioning the areas of default along with possible

C. V. [Signature]

Aakash

Manoj

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suggestions to correct that default, failing which a termination notice be sent to the defaulting Party.

6.0 CONFIDENTIALITY

6.1 "Confidential Information" of a discloser as used in this Agreement includes, but is not limited to, all information whether oral, written, electronic or in any other form, that is disclosed to or otherwise obtained by a recipient on or after the Effective Date of this Agreement, including but not limited to inventions and discoveries (whether patentable or otherwise), methods, know-how, processes, marketing studies, mailing lists, procedure manuals, designs, trade secrets, computer software, patents, copyrights, marketing plans, prototypes, models, source codes, object codes, technical or non-technical data, formulae, compilations, devices, drawings, any financial information, lists of actual or potential customers, suppliers or employees, and all other information that derives economic value for the discloser, actual or potential.

6.2 Each Party shall keep confidential and refrain from using, except under the terms of this Agreement, all confidential information including the KNOWHOW disclosed to it by any other Party, its employees and its agents, or otherwise obtained, under this Agreement. The obligation of confidence shall not apply to:

6.2.1 KNOWHOW that, at the time of disclosure, the recipient can demonstrate was in the public domain;

6.2.2 KNOWHOW that, after disclosure, becomes part of the public domain other than by the recipient;

6.2.3 KNOWHOW that the recipient can show was in its possession at the time of disclosure and was not acquired directly or indirectly from the discloser; or

6.2.4 KNOWHOW that has been, is now, or is hereinafter furnished or made known to the recipient by a third party as a matter of right and who did not derive the information from the discloser.

6.3 Confidential information shall not be deemed to fall within the exceptions of Article 6.2.1 to 6.2.4 if:

6.3.1 The confidential information is specific and is merely embraced by more general information in the public domain or in the recipient's possession; or

6.3.2 The confidential information is a combination that can be pieced together or reconstructed from multiple sources, none of which shows the whole combination, its principle of operation, and the method of use.

- 6.4 Each Party further agrees to take all reasonable precautions to prevent any of its personnel from divulging to any other party, except as is otherwise provided herein, any KNOWHOW furnished to it by another Party under this Agreement.
- 6.5 Each Party further agrees to take all precautions to prevent any horizontal dissemination by way of training or other forms, of the KNOWHOW furnished to it by another Party under this Agreement.

7.0 DATA SHARING

- 7.1 The FIRST PARTY will be custodian of all the data generated in the project during the validity of this Agreement. The data, reports and other publications of the PROJECT will, however, be made available to the SECOND PARTY and the THIRD PARTY as per their request, subject to this Agreement, and shall be handed over to them post completion of the PROJECT. No Party shall share any information with any third party without the prior written consent of the other Parties.

8.0 OWNERSHIP OF INTELLECTUAL PROPERTY/ KNOWHOW

- 8.1.1 Any intellectual property rights (patents, design, trademark, copyrights, etc.) obtained by the Parties hereto pertaining to the PROJECT prior to signing of the Agreement shall remain the property of that Party, and the respective Party shall have the right to commercially exploit and use that intellectual property.
- 8.1.2 The intellectual property that is (know-how, process, design, technique, copyrights, etc.) generated in the PROJECT shall be owned by the Parties.
- 8.1.3 The procedural formalities for securing and maintaining the intellectual property rights (patents, trademarks, copyright), if any, shall be the responsibility of the Parties and the expenditure incurred thereof shall be shared by the Parties.
- 8.1.4 The Parties shall consult each other for any publication in respect of the PROJECT. These publications (papers, reports, etc.) shall be in the names of research workers,

C. Y. [Signature]

Shah [Signature] Mang [Signature]

wherein it will be duly acknowledged that the work has been carried out under the PROJECT among the Parties, with the funding support of the THIRD PARTY.

8.2.0 LICENSING OF INTELLECTUAL PROPERTY/ KNOWHOW DEVELOPED

8.2.1 The rights of licensing of the INTELLECTUAL PROPERTY/ KNOWHOW shall vest with the Parties.

8.2.2 The SECOND PARTY shall have the first right for commercial exploitation of KNOWHOW on negotiated terms. However, this right shall be exercised by a written communication to the FIRST PARTY, with a copy to the THIRD PARTY, within twelve (12) months commencing from the receipt of the final report. In the event the SECOND PARTY fails to exercise its option within the specified period, the FIRST PARTY shall be free to independently license the INTELLECTUAL PROPERTY/ KNOWHOW to others by informing the other Parties.

9.0 INDEMNITY

9.1 The Parties shall indemnify and hold harmless the others and their respective agents, directors, officers, advisors and employees from any and all liabilities or damages arising out of or related in any way to any breach of any of the terms and conditions of this Agreement. In case of misuse of the report submitted by the FIRST PARTY, the Party responsible for such misuse shall fully indemnify the FIRST PARTY from any claim, damages, etc.

9.2 In no event shall any Party be liable under any contract, strict liability, negligence or other legal or equitable theory for any indirect, incidental, special or consequential damages, lost profits, lost data or cost of procurement of substitute goods, technology or services.

10.0 FORCE MAJEURE

No Party shall be held responsible for non-fulfillment of their respective obligations under this Agreement due to the exigency of one or more of the force majeure events such as but not limited to acts of God, war, flood, earthquakes, strikes, lockouts, epidemics, riots, civil commotion etc., provided that on the occurrence and cessation of any such event the Party affected thereby gives a notice in writing to the other Parties within 10 working days of such occurrence or cessation. If the force majeure conditions continue beyond 6 months, the Parties shall mutually decide about the future course of action.

C. V. [Signature]

Ack [Signature]

Mang [Signature]

11.0 NOTICE

- 11.1 Any notice required or provided for by the terms of this Agreement shall be in writing, and all notices, reports and payments provided for hereunder shall be sent by registered mail, prepaid, or by electronic mail to the business address of the Party to be served therewith. It is agreed that the business addresses of the Parties shall be as follows:

IARI/ The FIRST PARTY:

Joint Director (Research),

IARI, Pusa Campus, New Delhi-110 012

E-mail: jd_research@iari.res.in

Phone/Fax: 011-25843379

Fortune Agromart Private Limited/ The SECOND PARTY:

Ajay Bhalothia, Director

Elampura, Chandaus Pisawa Road, Chandaus, Aligarh, Uttar Pradesh-202132, India

E-mail: ajaybhalotia@fortunerice.net

State Transformation Commission/ The THIRD PARTY:

Shri Manoj Kumar Singh, Chief Executive Officer

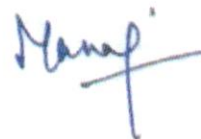
Yojana Bhawan, Uttar Pradesh Secretariat, Lucknow-226001

E-mail: ceo@stcup.in

Or such other addresses as any Party shall have notified the other Parties. Any such notice shall be deemed to have been given or made on the date such letter was registered or delivered for transmission to the sender's email, but any assumption of actual notice or payment shall be subject to rebuttal to show that it has not actually been received.

12.0 ARBITRATION

- 12.1 In case of any controversy, question, dispute or difference between the Parties hereto arises during this PROJECT (hereinafter referred to as "DISPUTE") as referred under this



Agreement, any Party may give the other Parties a written notice of DISPUTE adequately identifying and providing details and the very nature of the DISPUTE. On receipt of such notice by the other Parties, the defaulter shall try to settle the DISPUTE amicably between them through mediation and reconciliation in good faith within 30 days of the receipt of the notice of DISPUTE.

- 12.2 Failing amicable resolution under 12.1, the dispute may be referred to a sole arbitrator appointed through mutual consent of all three Parties. The decision of such sole arbitrator shall be final and binding on the Parties. The seat of arbitration shall be at New Delhi, and the arbitration proceedings shall take place in English and under the Arbitration and Conciliation Act, 1996 and subsequent amendments. Each Party shall bear and pay its own cost of arbitration proceedings.
- 12.3 The Parties hereto agree that the award and determination of the arbitrator shall be final and binding on all Parties hereto.

13.0 GOVERNING LAW AND JURISDICTION

This Agreement is governed by and must be construed in accordance with the laws of India without reference to its conflict of laws provisions. The Parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts in New Delhi, India.

14.0 ASSIGNMENT OF THE AGREEMENT

The rights and/or liabilities arising to any Party to this Agreement shall not be assigned except with the written consent of the other Parties and subject to such terms and conditions as may be mutually agreed upon.

15.0 SEVERABILITY

If any part of this Agreement is declared or held invalid by a court for any reason, the invalidity of that part will not affect the validity of the remainder which will continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.

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16.0 WAIVER

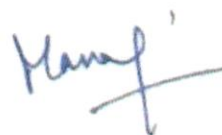
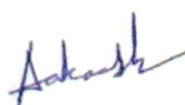
No failure or delay on the part of any Party in the exercise of any right or privilege hereunder shall operate as a waiver thereof or of the exercise of any right or privilege hereunder, nor shall any single or partial exercise of any such right or privilege preclude further exercise thereof or exercise of any other right or privilege.

17.0 MODIFICATION

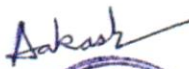
No amendment or modification to this Agreement shall be valid or binding upon the Parties, unless agreed upon by all three Parties, made in writing, and signed on behalf of each of the Parties by their duly and legally authorized signatories.

18.0 INDEPENDENT PARTIES

The Parties hereby agree that this Agreement shall not in any way constitute or be presumed to constitute a partnership, joint venture or joint enterprise in any way or for any purpose between the Parties hereto or make them in any way liable as partners of or as agents for one another. No Party has the authority to act for or to assume any obligation or responsibility on behalf of any other Party.



IN WITNESS WHEREOF, the Parties to this Agreement, intending to be legally bound, have duly executed this Agreement in three sets of originals, to become effective as of the date first written above.

SIGNED BY	SIGNED BY	SIGNED BY
For and on behalf of ICAR-Indian Agricultural Research Institute, New Delhi	For and on behalf of Fortune Agromart Private Limited, Aligarh, Uttar Pradesh	For and on behalf of State Transformation Commission, Government of Uttar Pradesh
Signature: 	Signature: 	Signature: 
Name: डॉ. विश्वनाथन चिन्नुसामी / Dr. Viswanathan Chinnusamy संयुक्त निदेशक (अनुसंधान) / Joint Director (Research) मा.कृ.अ.प. - भारतीय कृषि अनुसंधान संस्थान ICAR-Indian Agricultural Research Institute नई दिल्ली-110012 / New Delhi-110012	Name: AAKASH BHAROTIA 	Name: (मनोज कुमार सिंह) मुख्य कार्यकारी अधिकारी, HANO JEE दस्तावेज प्रमाणन कमीशन उत्तर प्रदेश
Designation: Joint Director (Research), ICAR-IARI, New Delhi-110012, India	Designation: Director	Designation: Chief Executive Officer
Seal:	Seal:	Seal:
Witnesses (name and address):	Witnesses (name and address):	Witnesses (name and address):
1.  Sandeep Kumar Div. of Enr. & SC IARI	1.  Ravi	1.  Ravi
2. Asha. Asli K. Sindi.	2. Shweta	2. Tania

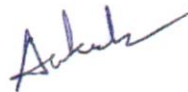
ANNEXURE I

Collaborative research project document

The collaborative research project document titled "Comparative Evaluation of Methane Emission Estimation Methods in Rice and AI-Driven Insect Monitoring from Agricultural Field", submitted by Dr. Sandeep Kumar, Scientist (Senior Scale), Division of Environmental Sciences, ICAR-Indian Agricultural Research Institute, New Delhi, as Principal Investigator, is annexed to and forms an integral part of this Agreement. It sets out the background, objectives, methodology, milestones, financial outlay and expected outcomes of the PROJECT.

Principal Investigator: Dr. Sandeep Kumar, Scientist (Senior Scale), Division of Environmental Sciences, ICAR-IARI.

Co-Principal Investigators: Dr. Arti Bhatia, Principal Scientist, Division of Environmental Sciences; Dr. S. Naresh Kumar, Head and Principal Scientist, Division of Environmental Sciences; Dr. P. R. Shashank, Senior Scientist, Division of Entomology; and Dr. Rajna S., Senior Scientist, Division of Entomology, ICAR-IARI.



ANNEXURE II

Areas of expertise of the First Party

The statement of the research mandate and areas of expertise of ICAR-Indian Agricultural Research Institute, New Delhi, referred to in recital (a) of the Preamble, is annexed to and forms an integral part of this Agreement. It covers, in particular, the standardised techniques of greenhouse gas emission measurement of the Division of Environmental Sciences and the taxonomic capability of the Division of Entomology.

