

Memorandum of Understanding
between
ICAR-Central Agroforestry Research Institute, Jhansi
and
Teo Ventures Private Limited

This Memorandum of Understanding (MoU) is entered between **ICAR-Central Agroforestry Research Institute, Jhansi (Uttar Pradesh)** hereinafter referred to as “CAFRI” and **Teo Ventures Private Limited** herein after referred to as “TEO”. Both CAFRI and TEO are independently referred to as “Party” and collectively as “Parties” hereafter.

The Parties have agreed to engage in a broad spectrum of joint activities in the field of Nature based Sustainable Solutions. This MoU shall be treated as an agreement on which both parties align to work together in future. The terms and condition of this collaboration are as follows:

1. BACKGROUND

Teo Ventures Private Limited

TEO a registered startup company under DPIIT (Department for Promotion of Industry and Internal Trade) in the space of Climate-Tech and Agri-Tech to sustainably increase the Soil Organic Carbon (SOC) content at least up to 1%. TEO envisions the empowerment of farmers through constructive incorporation of “SunCarbon Biochar Based Soil Enhancers” and implementation of “Regenerative Agricultural Practices”. TEO proposes the alteration of agricultural practices and conversion of crop residues or biomass into biochar. The use of “SunCarbon Saarthi” a Digital Measurement, Reporting, and Verification (dMRV) tool will enable the collaborator to monitor and monetize the carbon sequestered. “SunCarbon Saarthi” will also be used as a farm management tool to schedule farming activities and benefit from the services provided through it.

Central Agroforestry Research Institute, Jhansi (Uttar Pradesh)

ICAR-Central Agroforestry Research Institute (ICAR-CAFRI), formerly the National Research Centre on Agroforestry, is a multidisciplinary premier research institute of Indian Council of Agricultural Research (ICAR) located at Gwalior Road, Jhansi, Uttar Pradesh. The Institute was established in 1988 with a mission to improve quality of life of rural people through integration of perennials on agriculture landscape for economic, environmental and social benefits. The Institute works with a vision of “Integration of woody perennials in the farming system to improve land productivity through conservation of soils, nutrients and biodiversity to augment natural resource conservation, restoration of ecological balance, alleviation of poverty and to mitigate risks of weather vagaries”. The Institute is mandated to

develop sustainable agroforestry practices for farms, marginal land and wastelands in different agro-climatic zones of India; Coordinate network research for identifying agroforestry technologies for inter-region; Training in agroforestry research for ecosystem analysis and Transfer of agroforestry technology in various agro-climatic zones. CAFRI has developed robust agroforestry models and package of practices for different agro-climatic conditions covering small and marginal farmers for suitable production of food, fodder, fuel, fibre and fertilizers.

2. PURPOSE & SCOPE OF COLLABORATION

The potential areas of collaboration include research, training, capacity building, experience sharing and knowledge management, in the domain of agroforestry and regenerative agricultural practices for the benefit of carbon sequestration. Incorporation of SunCarbon, biochar based soil enhancers into the soil, alteration of current agricultural practices to regenerative and sustainable agricultural practices and perennial crop plantations are the key scopes. Monitoring, assessment and standardization through trail results and collaborating with different farmers/ farmer groups and institutions for making Carbon Sequestration projects. Other specific areas for joint activities will be decided in due course of time and will depend on the objectives of the project.

3. OUTLINES OF THE COLLABORATION

This document is not intended to create legal or binding obligations on either party. It serves only as a record of the parties' current intentions. This will be a sustaining program and will help sourcing funds for collaborative Research Trials/ Carbon Sequestration Projects for farmers/ farmer groups/ institutions in association with TEO.

Under the aegis of this agreement, CAFRI & TEO shall jointly explore the possibilities of working in different parts of India. The major focus of this collaboration shall be on:

- I. Each Party will put in best endeavour to facilitate planting material depending upon the needs and requirements of the Farmers and Projects.
- II. Each Party will build infrastructure for necessary functions in the CAFRI Campus.
- III. CAFRI will assist TEO in monitoring, assessment and standardization of projects through trail results. These results can be shared mutually.
- IV. Both CAFRI and TEO agrees to share data and technical guidance for capacity building programs to relevant stakeholders and project associated members.
- V. Each party would provide their role in developing Soil Enhancers at the CAFRI Campus.
- VI. CAFRI will help furnish the Carbon Sequestration Projects in collaboration of TEO with farmer/farmer groups/ Institutions.
- VII. The benefit of "SunCarbon Saarthi" is given to CAFRI for registering their in-campus projects and other farming assistances as provided.

- VIII. Any other mutual areas of interest.
- IX. Any expenses incurred by each party under this agreement will be the sole responsibility of the party concerned;

3.1. Academic and Research Collaboration:

In pursuant of the agreement, academic and research and allied collaborations shall be initiated between both parties.

The research collaboration shall involve, visits of scientists to each other's institution, and write collaborative research projects for funding and be a part of in-house research projects. Research collaboration shall involve being a part of the publication authorship group, keeping the intellectual property rights intact. Staff of TEO may also be involved in field activities organized by CAFRI and vice-versa.

3.2. Exchange of academic information, data generation and dissemination, and scholarly publications:

In pursuant of the agreement, exchange of academic information, data regeneration and dissemination and scholarly publications shall be the privilege of both parties/institutions involved. The data generation could be from primary or secondary source. The samples to be collected from field areas shall be shared as per convenience and the Government protocols. Secondary data source and sharing shall also need to have clearances of the Government procedures. The publications and authorship shall be discussed among the research groups exclusively and the institute shall not be involved on this matter. Dissemination of information to print/visual media shall be as per the Government protocols.

4. PERFORMANCE STANDARDS

The Parties shall perform their respective roles and responsibilities under this MoU with highest standards of professional and ethical competence and integrity.

5. PUBLICATION & INTELLECTUAL PROPERTY RIGHTS

- I. If the research is conducted and completed in India with the help of members of TEO in the team, the intellectual property will be protected in India with TEO as a co-applicant. CAFRI will have rights to commercialize technology.
- II. If the research is conducted and completed in India with the help of CAFRI members in the team, the intellectual property will be protected in India with ICAR-CAFRI as a co-applicant. TEO will have rights to commercialize the technology.
- III. In case application is to be made for international protection, then both CAFRI and TEO will apply as co-applicants for the protection of intellectual property rights subject to exclusive rights of both the Parties to commercialize the technology in

their respective countries. Commercialization in any other country shall be done jointly through a separate agreement.

- IV. In case research is carried out solely and separately by the Party or the research results are obtained through the sole and separate effort of the Party, the Party concerned alone will apply for grant of IPR and once granted, the IPR will be solely owned by the concerned Party. This will not hold true in collaborate researches and projects.
- V. In case of research results obtained through joint activities, the grant of intellectual property rights will be sought by both the Parties jointly and once granted these rights will jointly owned by the Parties.
- VI. Any Publication, document and/or paper arising out of joint work conducted by the participants pursuant to this MoU will be jointly owned. The use of the name, logo and/or official emblem of the participants on any publication, document and/or paper will require prior permission of both the participants. It may however be ensured that the official emblem and logo is not misused.
- VII. Both parties agree to ensure appropriate protection of intellectual Property Rights generated from such cooperation consistent with their respective laws, rules and regulations and other international agreements to which both parties are signatories.

6. DISCLOSURE OF INFORMATION

CAFRI and TEO agree that except for a Court Order requiring disclosure, neither shall disclose to any third party without the written consent of the other, any information made available to the Parties, in the performance of work and/or generated by the performance of work, under this Agreement, except information which at the date hereof was;

- I. In the public domain
- II. Known to either prior to the date hereof as evidenced by written documents subsequently.

The provisions in this Article shall survive termination or completion of the Memorandum of Understanding.

7. AMENDMENTS

The Parties of this MoU may, by mutual consent, add, modify, amend or delete any words, phrases, sentences or Articles in this MoU.

8. VALIDITY OF THE MoU

This Memorandum of Understanding will become effective on the final date of signing and will have duration of five years. However, it can be extended by mutual agreement. Any cessation of the MoU by either party shall be notified in writing to the other Party at least six months in advance.

9. ARBITRATION

Dispute arising out of this MoU, if any, shall be amicably settled jointly by Central Agroforestry Research Institute, Jhansi, Uttar Pradesh, and TEO Ventures Private Limited.

This MoU has been executed in two originals, one of which is retained by either Party.

IN WITNESS WHEREOF, the Parties hereby execute the MoU and represent that they approve, accept and agree to terms contained herein on **8th day of May, 2024**.

SIGNED BY

For and on behalf of

ICAR-Central Agroforestry Research Institute.
(ICAR-CAFRI)



Name: **Dr. Ayyanadar Arunachalam**

Designation: Director,
ICAR-CAFRI

SIGNED BY

For and on behalf of

TEO VENTURES PRIVATE LIMITED.



Name: **Mr. Samir Sharma**

Designation: Chief Executive,
TEO VENTURES.

Witnesses:



1. In-Charge, PME
ICAR-CAFRI, Jhansi



2. In-Charge, ITMU
ICAR-CAFRI, Jhansi

Witnesses:



1. Mr. Jai Pipersenia



2. Mr. Varnit Agarwal