

INDIAN COUNCIL OF AGRICULTURAL RESEARCH
KRISHI BHAVAN :: NEW DELHI-1

F.No.25(4)/95-F.C. II

Dated the 10th July, 1996

To

The Vice Chancellor,
Narendra Dev University of
Agriculture and Technology,
Narendra Nagar, P.O. Kumarganj,
Faizabad(U.P.).

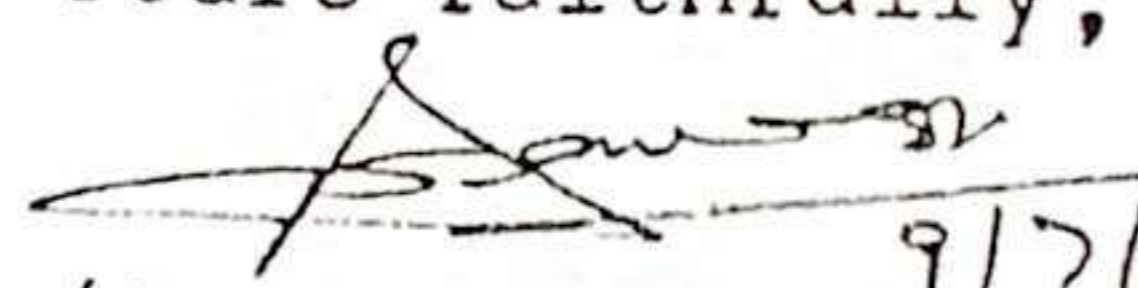
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20.7.96

Subject: MOU between the ICAR and NDUAT in respect of
AICRP on Under-Utilized Plants.

Sir,

In response to your letter No.612/GPB dated
19.6.1996 on the subject cited above, I am to enclose
herewith a copy of MOU duly signed by the competent
authority on behalf of the ICAR for your record.

Yours faithfully,


(S.M.A. Naqvi) 9/7/96
Senior Scientist(FC II)

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Handwritten notes and signatures:
V.C. 18/7/96
D.A.E.S / HOD GPB ✓
A.E. ✓

Handwritten notes and signature:
A.E. ✓
for entry in concerned file
20/7

MEMORANDUM OF UNDERSTANDING BETWEEN THE
INDIAN COUNCIL OF AGRICULTURAL RESEARCH, AND THE
Vice Chancellor, NDUAT, Faizabad (GRANTEE INSTITUTION)
IN RESPECT OF AUTHORIZATION FOR CREATION OF POSTS.

The Indian Council of Agricultural Research and
Vice Chancellor, NDUAT, Faizabad (Grantee

Institution agree to co-operate in conducting research under the
AICRP on Under Utilized Plants

whose centre has been sanctioned by the Council and creation of
new posts/and upgraded posts, under this centre has been communi-
cated to the grantee vide this Council's letter No. 25(2)/95-F.C.II

dated 4th Sept., 95 to be located at Faizabad

under the overall supervision and condition by the Project
Coordinator of the aforesaid Project/Council (Council's Headqrs
subject Matter Division).

- I. In order to achieve the objectives set out in the project within the targeted them, the Indian Council of Agricultural Research agree to provide financial resources as per financial pattern of ICAR for:
- a) Salaries and other allowances of the scientific and technical staff provided in the approved project.
 - b) Travelling allowance.
 - c) recurring and Non-recurring contingencies to the extent provided in the project.
- II. The grantee organisation/university agrees to the following:
- a) To implement the project including the appointment of staff at its earliest.
 - b) To provide such equipment and other physical facilities as are required for the project work.
 - c) To provide land and laboratory facilities required for the project.
 - d) To recruit competent scientific and technical staff in accordance, with its recruitment procedure.
 - e) To provide such skilled and unskilled labour required for the project work.
 - f) To provide on their own such ancilliary staff as Clerks and Stenographers, Attendants/Helpers etc. as are required for the project work.

- g) To avoid transfer of the scientific staff appointed for the project without the concurrence of the Council.
- h) To allow the project staff to exchange experimental material, literature etc. between the similar Research Centres without the State as well as outside the State.
- i) To permit the scientific staff to attend the relevant All India Workshopp, Seminars, Symposia, Conferences, Group Meetings etc. organised by the relevant Co-ordinated Research Projects.
- j) To use the staff exclusively for the project work.
- k) To use the funds provided under the project exclusively to the project work.
- l) To render accounts to the Council regularly and ontime.
- m) To furnish regularly and on-time satisfactory annual reports and such other information and Reports as may be called for by the Council and the Project Coordinator.

III. The Indian Council of Agricultural Research and the sponsoring agency mutually agree that:

- a) Creation of new posts and upgraded posts required at AICR's centre would rest with SAU or the organisation sponsoring/hosting the Centre. The State Agril. University may provide specific undertaking for the purpose, prior to the issue of a formal sanction.
- b) The creation/filling up of the new posts and upgraded posts will be effective only after execution of the MOU by the University to the Council and furnishing of the aforesaid undertaking to the Council.
- c) The State Agricultural University will be at liberty to recruit staff against the said approved post(s).
- d) The incumbents of these new posts/upgrades posts will be State Agricultural University's own staff and would be governed by its rules and procedures. On termination of the scheme, it will be responsibility of the sponsoring State Agricultural University to adjust/absorb or separate them from the service, in accordance with its rules and procedures.
- e) The number, designation and pay scales of the new and upgraded posts shall not be changed without prior approval of the Council. As regards increase in the pay scale warranted by grant of personal promotion to the incumbent(s) of Scientific post(s), the Council prior approval must be sought, as per the existing instructions.

- f) The Scientific staff provided under the project would be utilised exclusively for the project work. However, in exceptional cases, they may be engaged for post-graduate teaching or guiding research. But such engagements should in no case exceed 25% of the time of the Scientist.
- g) Change of Incharge of the Centre is not normally acceptable. However, in exceptional cases, where there is sufficient justification which is acceptable to the Council, such changes may be agreed to, but this provision should be used very sparingly.
- h) Scientific staff would attend the workshop meeting and present their data for discussion.
- i) Normally grants are released twice a year. The first instalment would be released immediately after the issue of the final sanction. The second and subsequent instalments would depend upon the receipt in the Council of the satisfactory half yearly and annual progress reports.
- j) The sponsoring agency would ensure the satisfactory progress of work under the project as per the approved technical programme. But in the event of unsatisfactory progress of work. The Council would be obliged to resume funds/withdraw the project.
- k) The Annual report of the Centre would be submitted to the Council within three months of the close of the financial year.
- l) The experimental material built up under the project should be available for research in the project centre and also for free supply to the other centres working on similar problems in the country as well as abroad. However, the produce in excess of the research requirement may be disposed of by the sponsoring agency in the manner it deems fit and proceeds may be credited to its accounts.
- m) In case of any dispute arising between the parties the dispute shall be referred & the sole arbitrator to be appointed by the Secretary, ICAR. The decision of the sole arbitrator so appointed shall be final and binding on both the parties.

A copy of the Schedule of Terms and Conditions Governing Grant from the Indian Council of Agricultural Research is attached for the guidance of the sponsoring institution.

This memorandum of Understanding shall become effective from 1.4.96... and shall continue till satisfactory work is performed by the University's Centre and subject to research requirements of the Project, as decided by the Council.

15/6/96

HEAD (G.P.B.)

N.D.U.A.T. Faizabad
Sponsoring Institution

[Signature]

Signature (J. P. Tomlin)
Indian Council of Agricultural
Research
A. D. G. (FCU)

15.6.96
H. D. R. Director

Agril Experiment Station
N. D. University of Agril. & Tech.

Warenda Nagar Kumarganj Faizabad

15/6/96
Vice-Chancellor
N. D. U. A. T. Kumarganj
FAIZABAD

MEMORANDUM OF UNDERSTANDING
 BETWEEN THE DEPARTMENT OF SCIENCE & TECHNOLOGY
 GOVERNMENT OF INDIA
 AND
 FOR WEATHER BASED AGRO ADVISORY SERVICES

1. This memorandum of Understanding made this day, i.e. APRIL 1st 2005 between the President of India acting through the Department of Science & Technology (DST) with its office at the Technology Bhawan, New Delhi, New Mehrauli Road, New Delhi - 110 016, hereinafter referred to as "DST" which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assignees in office of the one part AND the SAU at N. D. U. A. T., Kionwerganj, Faizabad (U.P.) established under act XIV act 1958 to the state of Uttar Pradesh hereinafter referred to as SAU which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors and permitted assignees of the other part.

Whereas the Government of India has approved the establishment of National Centre for Medium Range Weather Forecasting (NCMRWF) for Development of Agro Meteorological Services in the country. In pursuance here of DST, proposes to encourage setting up in the country a network of about 127 Agro-meteorological field units (AMFUs)/Experimental Agro-meteorological Service Units (AASU) which will be multidisciplinary units responsible for preparation and dissemination of agromet advisories whereas the SAU has expressed its willingness to establish/continue AMFUs under its jurisdiction. Now, it is hereby agreed as follows:

2. Each AMFU/AASU will be manned by an agro-meteorologist who would utilize the relevant output products of NCMRWF to generate specific advisories for the Agro-climatic Zone identified under the area of its jurisdiction. The responsibilities of AMFUs /AASUs would also include preparation and issue of advisories for contingency crop practices as well as liaison with NCMRWF, India Meteorological Department (IMD) and Indian Council of Agricultural Research (ICAR) and provide necessary feedback for the development of :

- i) region/locale-specific integrated agromet predictive models;
- ii) studies of crop - weather relationships and impact of weather and climatic conditions on pests and diseases; and
- iii) operational forecast & models for limited area meteorological domains

3. OBLIGATIONS OF DST

3.1 DST agrees to provide daily Medium Range Weather Forecast to the SAU

3.2 DST agrees to provide grant-in-aid to SAU for the unit subject to personnel and budgetary limitations imposed by the government, from time to time for -

- a) defraying expenditure towards salaries travel expenses of the staff approved by DST and appointed/engaged by the AMFUs/AASUs exclusively for presentation of daily agro-advisory services for the farmers/officials and their dissemination;
- b) purchase of equipment approved by the DST as also their maintenance charges;
- c) contingent expenses including consumables, telephone, fax charges, transportation charges, stationery, publications, etc. necessary for effective functioning of agro-advisory services as approved by DST; and
- d) development of human resources related to the activities.

4. OBLIGATIONS OF THE _____ (AFMUS)/ AASUs

The SAU (AMFU)/ AASU agrees

- a) to provide daily agro-advisory to farmers and officials and for their dissemination in respect of agro-climatic zones identified in the area of its jurisdiction
- b) to organize awareness programme through Extension Services/AIR/Doordarshan and Print Media.
- c) to liaise with the District Collectors/ District Magistrates/Block Development Officers/Irrigation Department/ Agriculture Department, for making available seeds for contingency crops, fertilizers, pesticides/insecticides, arranging release of water for irrigation, etc. report difficulties, if any, to Project Offices in IMD, ICAR and Project Coordination Cell of NCMRWF, DST for taking up the matter with higher authorities.
- d) to maintain Agro-meteorological observatories, take observation and transmit them to NCMRWF;
- e) get feedback from the users and transmit the same to NCMRWF; and
- f) to bear the cost of land and buildings for laboratories, office with required furniture, related staff and fixtures as well as housing. SAU also agrees to bear the building maintenance and security, utility and other overhead costs for the units.

5. SAU hereby agrees to continue the support in respect of facilities established through grant-in-aid by DST at the end of the five years when DST support may be phased out.

6. The agro-advisory services are essentially a cooperative venture. Any matter not covered specifically in the Memorandum of Understanding (MoU) may be settled by mutual agreement. On points where disagreement persists, the matter may be referred to the Secretary, DST for a decision, which shall be final and binding on both the parties.

Extension/Termination of MoU

Three months prior to this memorandum of understanding (MoU) coming to an end the operation of this understanding may be extended by mutual consent for such period or periods as may be considered desirable.

Requests for any major change or termination of this MoU shall be furnished by either party to the other for consideration not less than 90 days in advance of the desired date for effecting change/termination. However, all liabilities for the parties accrued during the period of operation of MoU such as settlement of accounts, handing over of completed research works/results, final drawings, etc., will survive even after the expiry of the MoU. All the equipment and material purchased using the grant-in-aid and not consumed shall be the property of DST and shall be restored to DST in case of termination of MoU.

8. COMING INTO FORCE

This MoU shall be deemed to have come into force from the date specified herein and shall continue for a period of five years. All rights and obligations of DST and SAU shall be deemed to have commenced and accrued from that specified date.

9. In witness whereof the parties here to have executed this Memorandum of Understanding.

For and behalf of
Government of India
New Delhi

डॉ. ए.के. बोहरा / Dr. A.K. Bohra
वैज्ञानिक जी एच हेड
Scientist 'G' & Head
(रा.म.अ.मो.पू.के. 1 / (NCMRF))
भारत सरकार / Govt of India
विज्ञान और प्रौद्योगिकी
Deptt. of Science & Technology
रा.म.अ.मो.पू.के. नोएडा (उ.प्र.)
N.C.M.R.W.F., NOIDA (U.P.)

For and behalf of State
Agriculture University
at

(Dr. Padmakar Tripathi) Prof. & Head
Node 1 Officer / Professor / Head of Department
U.D. University of Agriculture & Technology
Narendra Nagar, Faizabad, U.P.

(Dr. T. B. Singh) Director
Director Research
Agri. Expt. Station
N.D. University of Agri. & Tech.
FAIZABAD

(A.K. Sinha)
Commissioner / Vice Chancellor
Head of Institution
Narendra Deva University of
Agriculture & Technology,
Kunwarpur, Faizabad 224 22
(U.प्रौद्योगिकी) केजाबाद मण्डल
कुशावति नन्दे कुशियं प्रौद्योगिकी
कुमारगंज - केजाबाद

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No. 34 Dis 13/04/15
Sig. Department of Agronomy

Memorandum of Understanding

This memorandum of understanding (this agreement) is signed on this day of the month of March the year Two Thousand (fifteen).

Between

Narendra Deva University of Agriculture & Technology, Kumarganj, Faizabad, a statutory organization established under the Uttar Pradesh Agricultural Universities Act, having its registered office at Kumarganj, District- Faizabad, Uttar Pradesh there in after referred to as NDAU the first Party ("Recipient").

And

Dow AgroSciences India Pvt. Ltd

The Company organization incorporated under Indian Companies Act, 1956 with its registered office at Block B-02, 1st Floor, Godsej. Business Dist. Pimpri-Chinchwad, L.B.S. Marg, Vikhroli-West, Mumbai 400607 of the second party.

WHEREAS, 1st party is a State Agricultural University involved in teaching, research and extension for the betterment of the farming community as well as has significant contribution in food grain production of the country having an excellent expertise to do the research in the various disciplines of agriculture.

WHEREAS, 2nd party (Dow AgroSciences) is active in the development and marketing of crop protection solutions and

WHEREAS, 2nd party (Dow AgroSciences) owns or is in rightful possession of valuable intellectual property rights, knowhow and confidential information (as defined herein) with respect to their products, processes and

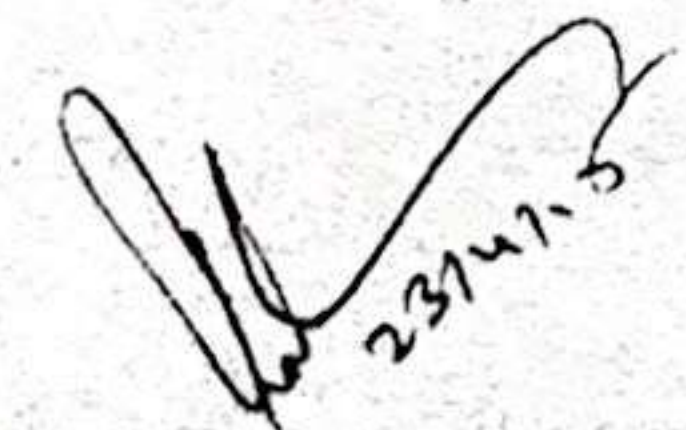
WHEREAS, 2nd party (Dow AgroSciences) is willing to make available to 1st party (Recipient) and members of its team, Material (as defined herein) and confidential information solely for non-profit academic use by recipient and to test the performance through research and development/field trial/efficacy evaluation as per the requirement thereof after the "purpose" and "Recipient Activities"), subject to the terms and conditions set out in this Agreement (MOU); and

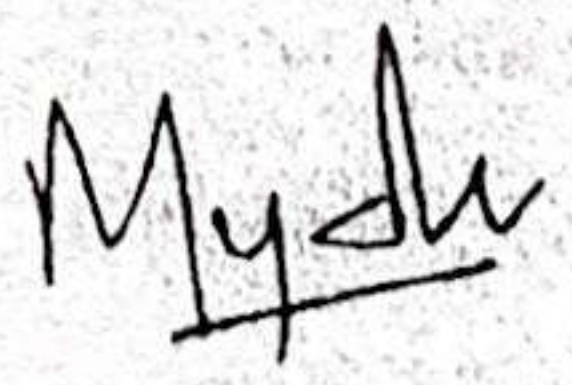
WHEREAS, 1st party (Recipient) agrees that unless explicitly stated otherwise Recipient shall not be entitled to any form of consideration in connection

Attest RS

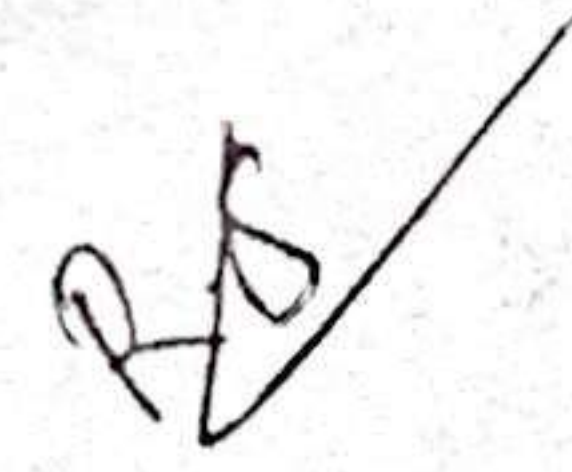
11. Recipient shall use the Confidential Information only for the research purpose, and shall not use the Confidential Information for any other purpose without first obtaining the prior written consent of Ind party (Dow AgroSciences)
12. Further, Recipient shall make best efforts and take all practicable steps to ensure that Confidential Information shall not be used by Recipient's directors, officers, employees, consultants, advisors and collaborators.
13. The recipient will change the testing fee of the material may be pesticides, varieties, fertilizer or any other input material treatment-wise and be decided by the university Research Advisory Committee and after necessary approval of Vice-chancellor. The said fee (non-refundable) will be paid by the Ind party. (Dow AgroSciences) The payment will be made in the favour of the Comptroller of the University in the form of either demand draft or RTGS as the case may be.
14. The agreement shall be effective from the date of signing of this agreement and shall be initially valid for a period of one or two or more years as the case may be which may be reviewed by the either of the party.
15. The recipient is responsible for testing the sample of Material provided by Ind party. (Dow AgroSciences) and to generate the data and recommendations on the basis of result obtained during investigation, recipient will not be answerable for the product manufactured and marketed by the Ind party.
16. Any disputes arising out of this agreement shall be settled through mutual consultation by both the parties. If dispute is not resolved by mutual consultation, the decision of the Vice-chancellor, NDUAT, Kumargan Faizabad will be the final.
17. This agreement shall be governed by and construed in accordance with the laws of India with Courts at Lucknow having the exclusive jurisdiction.
18. This agreement may be modified only by written agreement of the parties.

The parties have hereunto affixed their signatures on the dates indicated below to signify their conformity to the conditions set forth in this Letter of Agreement.

For the

 Narendra Deva University of
 Agriculture & Technology,
 (NDUAT)

For the
 Ind party

 MAYANK YADAV
 RLD LEADER (CROP PROTECTION)



Attested


Now therefore, in consideration of the mutual covenants contained in this MOU (Agreement), each party is hereby agrees as follow


1. This MOU (Agreement) is done between 1st party (Dow AgroSciences) (Recipient) and 2nd party (Dow AgroSciences) with the objective of conducting the field trials on
2. This agreement applies to the Material being a 2nd party (Dow AgroSciences) proprietary compound and any derivative, progeny or improvement or modification of such material is done by only 2nd party (Dow AgroSciences)
3. Recipient and members of its research team may use the Material solely for the research purpose and on behalf of 2nd party (Dow AgroSciences) during the term of this Agreement and shall not use the Material for any other commercial or non commercial purposes.
4. The Material may be used only in RECIPIENT'S laboratories and only by Recipient and laboratory personnel under Recipient's immediate and direct control. The Material shall not be transferred to any other person, entity or institution without the express written consent of 2nd party (Dow AgroSciences)
5. All rights, title and interest in and to the Material and all intellectual property rights in Material shall be owned solely and exclusively by 2nd party (Dow AgroSciences). Recipient acknowledges that the Material is or may be subject to patents and/or patent applications. No express or implied licenses or other rights are provided to the Recipient under any patents, patent applications, trade secrets or other proprietary rights of 2nd party (Dow AgroSciences) with respect to the Material or any Confidential Information or know how.
6. Recipient will provide to 2nd party (Dow AgroSciences) all the data, results or output generated.
7. 2nd party (Dow AgroSciences) shall solely own all right, title and interest in the Results.
8. Recipient agrees that the Material is being supplied "AS IS" and 2nd party (Dow AgroSciences) expressly disclaims any warranty.
9. The trial data shall be used for the publication or any other official purpose by the Recipient without the written consent of 2nd party (Dow AgroSciences)
10. Under no conditions shall the Material be used in humans.

Attest

R. S. Singh
Assistant Prof. (M.M.)
Dept. of Botany

Now therefore, in consideration of the mutual covenants contained in this MOU (Agreement), each party is hereby agrees as follow

1. This MOU (Agreement) is done between 1st party (Dow Agro Sciences) (Recipient) and 2nd party (.....) with the objective of conducting the field trials on
2. This agreement applies to the Material being a 2nd party (Dow Agro Sciences) proprietary compound and any derivative, progeny improvement or modification of such material is done by only 2nd party (Dow Agro Sciences)
3. Recipient and members of its research team may use the Material solely for the research purpose and on behalf of 2nd party (Dow Agro Sciences) during the term of this Agreement and shall not use the Material for any other commercial or non commercial purposes.
4. The Material may be used only in RECIPIENT'S laboratories and only by Recipient and laboratory personnel under Recipient's immediate and direct control. The Material shall not be transferred to any other person, entity or institution without the express written consent of 2nd party (Dow Agro Sciences)
5. All rights, title and interest in and to all Material and all intellectual property rights in Material shall be owned solely and exclusively by 2nd party (Dow Agro Sciences). Recipient acknowledges that the Material is or may be subject to patents and/or patent applications. No express or implied licenses or other rights are provided to the Recipient under any patents, patent applications, trade secrets or other proprietary rights of 2nd party (Dow Agro Sciences) with respect to the Material or any Confidential Information or know how.
6. Recipient will provide to 2nd party (Dow Agro Sciences) all the data, results or output generated.
7. 2nd party (Dow Agro Sciences) shall solely own all right, title and interest in the Results.
8. Recipient agrees that the Material is being supplied "AS IS" and 2nd party (Dow Agro Sciences) expressly disclaims any warranty.
9. The trial data shall be used for the publication or any other official purpose by the Recipient without the written consent of 2nd party (Dow Agro Sciences)
10. Under no conditions shall the Material be used in humans.


 R. S. Singh
 Assistant Professor (W.M.)
 Dept. of Agronomy

Attested

(18)

Receipt

1236 Date 9.9.15

OFFICE MEMORANDUM

The procedure for purchase of various articles required for use in the departments/sections of the University and for getting miscellaneous work done had been laid down in office memo no. NDU/2185/Acctt.1/1 dated 10.3.1900. It has since been increasingly felt that the prescribed procedure needs suitable amendments. Hence, in supersession of all previous orders on this subject, the procedure for purchase and getting miscellaneous jobs done is revised as hereunder :

2.(a) Purchases shall all be made for jobs got done at the lowest rate. To this end, at least three quotations/tenders shall be obtained except as stated in para 3(a), (b) & (c) infra. Quotations, enquiry letters, giving full particulars of specifications and terms of supply or execution, shall be sent to reputed firms, asking them to send their quotations under sealed cover by the prescribed date. If time is short, quotations may be collected through a committee constituted by the Head of Office. Quotations shall be opened in the presence of the officers as mentioned in para 3(d) & (e). A comparative chart of rates shall then be prepared giving details of the terms and conditions of supply or execution, in respect of each firm and shall be signed by all present. Normally the order for supply or work shall be given to or recommendation made in favour of the firm quoting the lowest rate. If rate other than the lowest is approved or recommended, specific reasons will have to be recorded for this departure from the general rule.

(b) Where the value of the order for supply or work to be done is expected to be above Rs 10,000/-, tender notices shall be floated through the Press, giving full details of specifications and terms of supply or execution. However in emergent cases short notice tenders can be invited from the reputed firms direct after recording specific reasons of the emergency. If earnest money is required it shall be taken in the shape of an account payable to the University. The remaining procedure shall be the same as stated in para 2(a), supra.

R.S.
R. S. Singh
Assistant Professor (W.M.)
Dept. of Agronomy

[Handwritten signatures and initials]

**UMBRELLA Memorandum of Understanding
between
ICAR- Central Institute for Subtropical Horticulture
Rahmankhera, Lucknow-226101**

and

**N. D. UNIVERSITY OF AGRICULTURE & TECHNOLOGY KUMARGANJ,
FAIZABAD-224229, U.P.**

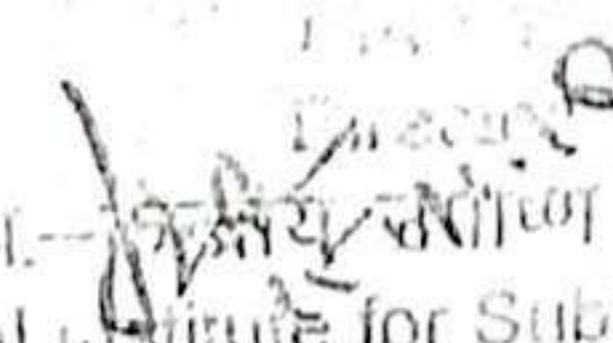
for facilitating
Students' Training/Postgraduate Research

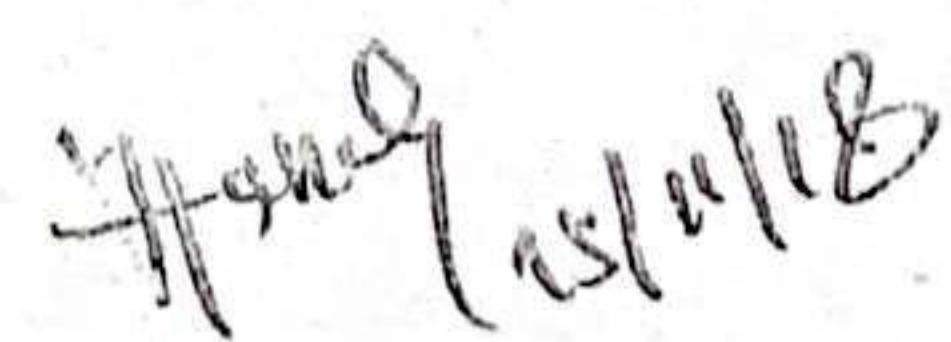
This Memorandum of Understanding (MOU) is made on thisday of month of November 2018 by and between the **ICAR-Central Institute for Subtropical Horticulture, Rahmankhera, Lucknow having** its Head Office at Lucknow (herein after called "CISH Lucknow"/First Party, a constituent research institute of the Indian Council of Agricultural research, Krishi Bhawan, New Delhi-110001 on the **ONE PART** and the N. D. University of Agriculture & Technology, Kumarganj, Faizabad (U.P.)-224229(herein, after called as "NDUAT "/ Second Party) on the **OTHER PART** (who for the purpose of this MoU are hereinafter collectively referred to as the parties.).

The parties, having discussed fields of common research interest and allied activities between the two institutions have decided to enter into long term collaboration for promotion of agricultural, students training and in the allied areas research including research in cutting edge areas in accordance with the provisions contained in the guideline issued vide letter No. 2-6/2012-HRD dated 18th September,2012 or as revised from time to time WHEREAS the "First Party" is involved in the

1. Management of genetic resources of mandate fruit crops and their conventional and molecular characterization.
2. Crop improvement through breeding and genetic engineering.
3. Enhancing productivity through improving quality of planting materials using modern propagation techniques and root stocks, good horticulture practices including mechanization and management of biotic and a biotic stresses.
4. Reduction in post harvest losses and enhanced profitability through integrated pre and post harvest management practices, value addition, products diversification and secondary horticultural initiatives.
5. Human resources development, transfer of technology, capacity building and evaluation of their socioeconomic impacts,

AND WHEAREAS the 'second party' is involved in the established vide F. No. 5823/XII-4 dated 10th October 1975 by Govt. of India/ Govt. of Uttar Pradesh Agriculture University vide act No. 1958 Gazette-Adhiniyam 2010 and recognized by UGC is involved in.


Director
ICAR Central Institute for Subtropical Horticulture
Rahmankhera, Lucknow-226101
Rahmankhera, Lucknow-226101


DEAN
N. D. University of Agriculture & Technology
Kumarganj, Faizabad U.P.

1. Research:

- To generate innovative horticulture technology to make Indian horticulture globally competitive.
- To apply all possible sources of scientific interventions to the solution of the technical and practical problems of horticulture.
- To boost up basic research to accelerate the progress of horticulture and allied field with the inputs of fundamental knowledge.
- To solve the specific horticulture related problems, being faced by farming community.
- To formulate specific package of practices for optimization of farmer's income of different holding sizes viz. large, medium, small and marginal.
- To exchange the seed and planting material.

2. Teaching:

- To create human resource trained in horticulture and allied sciences that may cater the need of 21st century. To produce scientifically and technically sound graduates with entrepreneurial skills. Who can provide employment to unemployed rural and urban youths.
- To generate technically-sound humans who can apply their acquired knowledge and skills to diversify and industrialize agriculture for socio-economic transformation of rural society.
- Development of technical skills for coordinating horticulture with industry.

3. Extension:

- To disseminate the innovation horticulture technologies among the farmers.
- To establish partnership with farmers, entrepreneurs and other stake holders in horticulture for mutual benefits.
- To make the horticulture technology more demand driven.
- To facilitate validation, demonstration and adoption of appropriate agro-horti-technologies.
- To achieve economic and environmental sustainability through integrated management of productivity, production, marketing and end use of farm produce.

AND WHEREAS it has been considered expedient to agree in writing to participate jointly in the projects requiring expertise and logistics from both the parties.

[Handwritten signature]
15/11/18

(Signature of First Party)

Central Horticulture Institute for Subtropical Horticulture
National Horticulture Board, Lucknow-226101

[Handwritten signature]
15/11/18

Director, Horticulture & Forestry
National Horticulture Board (N.H.B.)
Lucknow-226101

(Signature of Second Party)

Article 1. Scope

- 1.1 The Second party will recognize the First party as an Institute for conducting research related to the thesis requirement of the research students for B.Sc. (Horticulture), M.Sc.(Horticulture), Ph.D.(Horticulture). The Second party will recognize Scientists of the ICAR Institute as recommended by its Director in accordance with the University rules and regulations for guiding students working for the said degree.
- 1.2 Operational details of research effort and collaboration will be made in common research programmes and/or projects restricted to specific mandated domain within the approved disciplines/divisions. The objective(s) for research work for a student coming from a Second party outside NARS should be exclusively different as far as possible.
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Article 2. Management

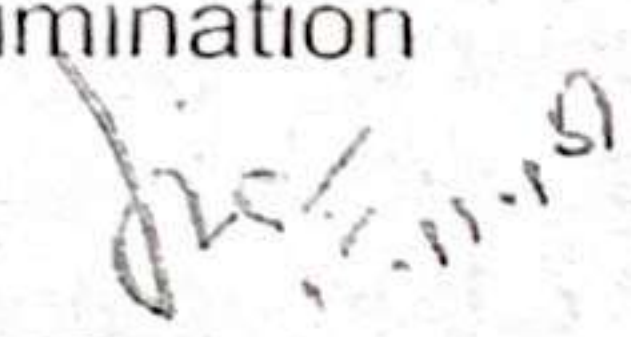
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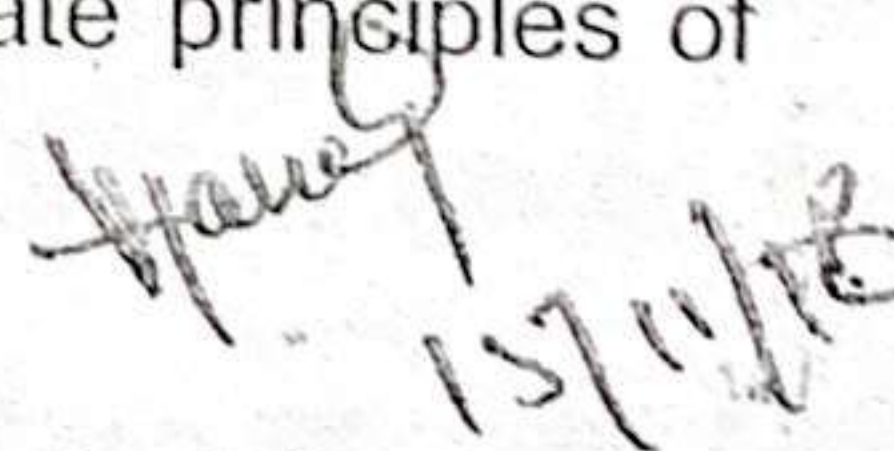
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- 3.1. The term "information" includes scientific or technical data, results and/or methods of investigation, and other information intended to be provided, exchanged, or arising under project descriptions entered into pursuant to this MoU.
- 3.2. The parties support the widest possible dissemination of information. Each party in joint projects shall be given the right to use, disclose, publish or disseminate such information for any and all purposes.

Article 4. General Provisions

- 4.1 It is understood that the First party and the Second party subscribe to the principle of equal opportunity and do not discriminate on the basis of race, sex, age, caste or religion. Both the Institutions shall abide by these principles in the administration of this agreement and neither party shall impose criteria for exchange of scholars or students, which violate principles of non-discrimination


(Signature of First Party)


(Signature of Second Party)

Director
National Institute of Horticultural Sciences
Subtropical Horticulture
NARS, ICAR, Solapur - 431001
Maharashtra

Director
College of Horticulture & Forestry
K. J. Somaiya Institute of Technology
Mumbai - 400001

- 4.2 Both parties understand that all financial agreements will have to be negotiated separately and will depend on the availability of funds.
- 4.3 Both parties acknowledge that exchange of students from one party to the other shall be subject to the availability of funds and shall comply with the regulations and policies of the First party and the Second party.
- 4.4 Any research publications arising will be jointly published in accordance with the provisions laid out in Item 3.2.1C of the Guidelines for the students to conduct research for their degree programme as trainees at ICAR institutions as notified *vide* Letter No. 2-8/2012-HRD dated 11th December, 2012 or revised guidelines, if any, as may be issued from time to time.
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- 6.4 The First party would have the right to screen the student's eligibility for admission based on their academic period.

(Signature of First Party)

Signature for Subtropical Horticulture
 ICAR, Patancheru, Andhra Pradesh - 502325
 Phone: 0863-2522611

(Signature of Second Party)

Signature of Secretary
 ICAR, Patancheru, Andhra Pradesh - 502325
 Phone: 0863-2522611

- 6.5 The PME Cell of the First party in consultation with the representative of the Second party shall decide the location and sharing quantum of research work.
- 6.6 The number of student(s) at any particular time will be subjected to the availability of research facilities and scientists' time to guide thesis research at the First party institution.
- 6.7 Any student(s) admitted to the First party for training/postgraduate research, if found violating the rules and regulations laid down by the First party or indulge in such activities that amount to tarnishing the image of the Institute, or cause damage to the property, the registration of such student(s) would be summarily terminated. The Second party will not complete the formalities of issuing the certificates to such students until they compensate the losses to the First party.
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Article 7. Entry into effect, modification and termination

- 7.1. This MoU shall become effective on the date it is signed by the parties and shall be valid for three years extendable up to five years. Both parties shall review the status of the MoU at the end of each three/five year period to determine any modification, whenever necessary. The period of validity of this MoU may be extended by mutual consent up to five years. This MoU may be amended by mutual written agreement and may be terminated at any time by either party upon written notification signed by the competent authority of the party initiating termination. Such notification must be given to the other party at least six months in advance from the effective date of termination.
- 7.2. All joint activities not completed at the expiration or termination of the MoU may be continued until their completion under the terms of this MoU.
- 7.3 No amendment or modification of the MoU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be amendment of the MoU. The modifications/changes shall become part of the MoU and shall be effective from the date on which they are made/executed, unless otherwise agreed to.

[Handwritten signature]
15-11-18

(Signature of First Party)

Research Station for Subtropical Horticulture
ICAR, Patancheru, Andhra Pradesh 507304

[Handwritten signature]
15/11/18

(Signature of Second Party)

ICAR, Patancheru, Andhra Pradesh 507304

This MoU has been executed in two originals, one of which has been retained by the First party and the other by the Second party).

IN WITNESS WHEREOF, the parties have executed this MoU and represent that they approve, accept and agree to terms contained herein.

Handwritten signature and date: 15/11/18

Handwritten signature and date: 15/11/18

(Name and Address of the First Party)

(Name and Address of the Second Party)

Name of the Director of the First Party

Name of the Vice-Chancellor/Head of the Institution of the Second Party

Tel No. 8853896692
0522-2841022, 23
0522-2841027

Tel. No. 9415717208

Date 15/11/18

Date 15/11/18

Signature with Seal

Signature with Seal

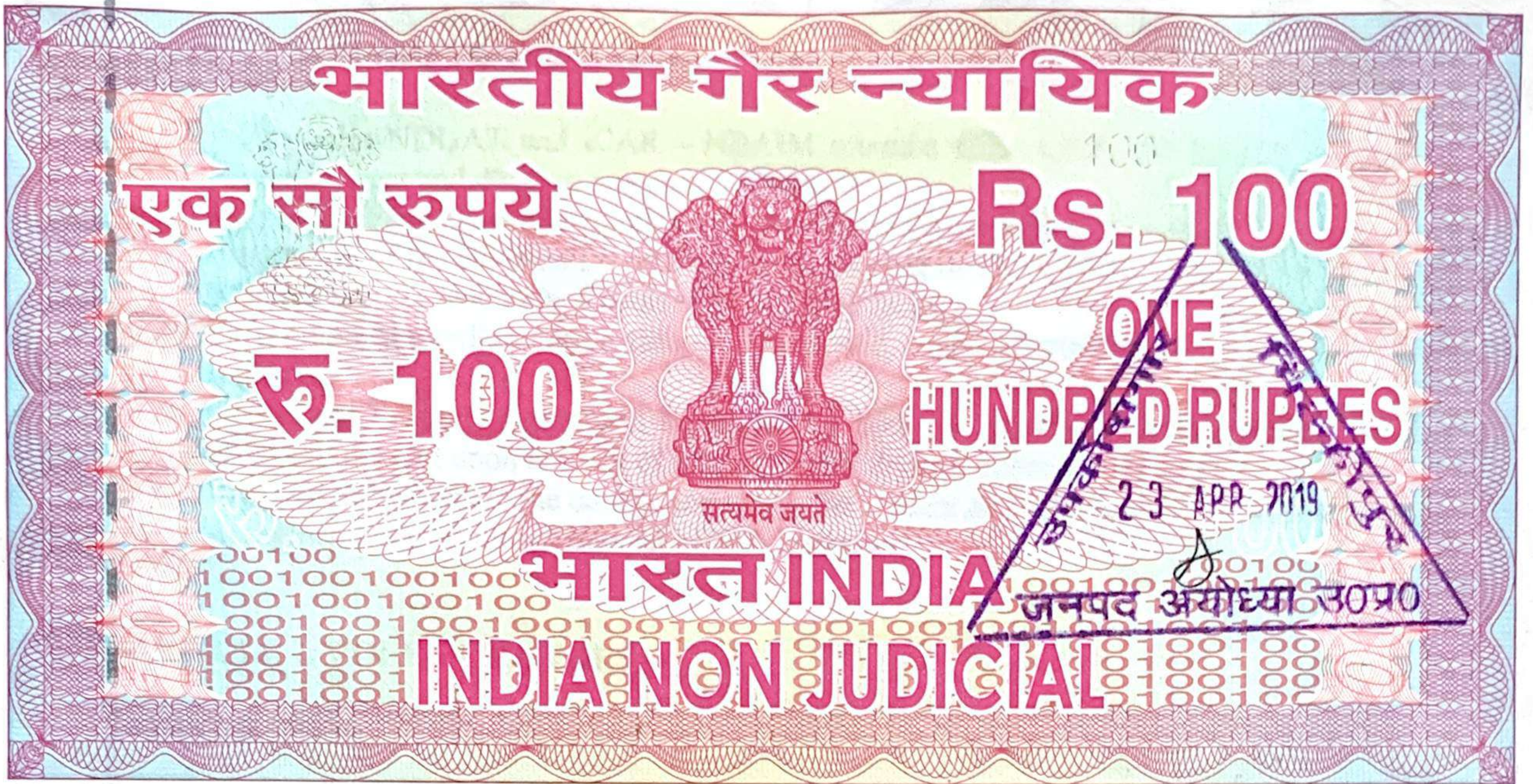
Witness 1.....

Witness 1 *Handwritten signature and date: 15/11/18*

Witness 2.....

Witness 2 *Handwritten signature and date: 15/11/18*

Handwritten signature and date: 15/11/18
Professor & Head
Dept. of PPT at Feroz Cultural College
Muzaffargarh, Punjab, Pakistan



उत्तर प्रदेश UTTAR PRADESH

ET 030822

MEMORANDUM OF UNDERSTANDING (MOU)

Between

**NARENDRA DEVA UNIVERSITY OF AGRICULTURE & TECHNOLOGY,
KUMARGANJ, AYODHYA - 224229, UTTAR PRADESH**

And

**ICAR- NATIONAL BUREAU OF AGRICULTURALLY IMPORTANT
MICROORGANISMS, KUSHMAUR, MAU NATH BHANJAN-275103,
UTTAR PRADESH**

**for facilitating
Inter-Institute Scientific Collaboration/ Student's Training/ Postgraduate Research**

This Memorandum of Understanding (MOU) is made on thisday of month of April by and between the **National Bureau of Agriculturally Important Microorganisms (NBAIM) Kushmaur, Mau Nath Bhanjan** having its Head Office at Mau (herein after called NBAIM Mau"/First Party, a constituent research Bureau of the Indian Council of Agricultural research, Krishi Bhawan, New Delhi-110001 on the **ONE PART** and the N.D. University of Agriculture & Technology, Kumarganj, Ayodhya (U.P.) - 224229 (herein, after called as "NDUAT"/ Second Party) on the **OTHER PART** (who for the purpose of this MoU are herein after collectively referred to as the parties).

The parties, having discussed fields of common research interest and allied activities between the two institutions have decided to enter into long term collaboration for promotion of Students training & research in the field of Agricultural sciences and allied areas in accordance with the provisions contained in the guidelines issued vide letter No. 2-6/2012-HRD dated 18th September, 2012 or as revised from time to time.

Sudhesh

Janak

ARTICLE 1: SCOPE OF COLLABORATION

- 1.1 Both parties-NDUAT and ICAR – NBAIM scientist will explore the areas of research of mutual interest and develop research projects.
- 1.2 Sharing/exchange germplasm/microbial genetic resources/joint explorations.
- 1.3 Facilitation of the students for research work/training of Ph.D, M.Sc. (Ag.), M.Sc. (Hort.) of NDUAT and for teaching of courses by NBAIM faculty.
- 1.4 To promote the collaboration through interaction, visits of students and scientists of both institutes.
- 1.5 Intellectual Property rights will be shared by both the parties including student and first party will depend upon amount of research work done at either of Institutes.
- 1.6 Both parties will share the data generated by the student and joint authorship in publications.
- 1.7 Any other areas of mutual interest of both institutes

ARTICLE 2: ROLE OF PARTIES

FIRST PARTY

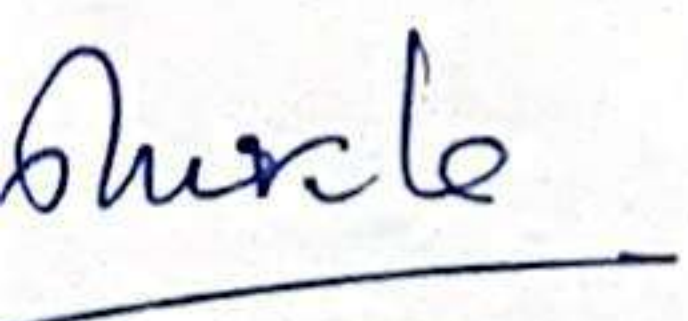
- 2.1 NDUAT, KUMARGANJ, Ayodhya, ensure to have Co-Advisor from the NBAIM, Mau faculty as nominated by Director, NBAIM.
- 2.2 NDUAT will bear travelling expenses of his faculty members. The cost of specific consumable required for student research will be shared equally by both the parties.
- 2.3 Research material of students will be allowed to carry if required at NBAIM.
- 2.4 Research Advisory committee meetings will be arranged at NDUAT as per university rule.
- 2.5 The cost of specific consumable will be borne by both the parties.

SECOND PARTY

- 2.6 Ensure to provide laboratories and other facilities to students to take up research work as approved.
- 2.7 Provide accommodation in guest house/ training hostel as per the rate applicable to major advisor/students required during research work being taken.
- 2.8 Scientists can join teaching work at NDUAT as permitted by the Director of Institute.
- 2.9 Scientists can participate in scientific discussion/meetings/seminar/Extension trainings etc.

ARTICLE 3: ENTRY INTO EFFECT, MODIFICATION AND TERMINATION.

- 3.1 This MoU shall become effective on the date it is signed by the parties and shall be valid for three years extendable up to five years. Both parties shall be review the status of the MoU at the end of the each five year period to determine any modification, whenever necessary. The period of validity of this MoU may be extended by mutual consent up to five years. This MoU may be amended by mutual written agreement and may be terminated at any time by either party upon written notification must be given to the other party at least six month in advance from the effective date of termination.
- 3.2 All joint activities not completed at the expiration or termination of the MoU may be continued until their completion under the terms of this MoU.
- 3.3 No amendments or modification of the MoU shall be valid unless the same is made in writing by both the parties or their authorised representatives and specially stating the same to be amendment of the MoU and shall be effective from the date on which they are made/executed, unless otherwise agreed to.



ARTICLE 4: ADMISSION AND FEES:

- 4.1 All those who wish to register as trainees or for Master, Doctoral programme under this MoU must apply for admission at the first party. The allotment of major Guide/Advisor would be finalized after the registration as per the academic regulations of the university.
- 4.2 Admission of the students and the award of degrees for different programs will be the responsibility of the first party as per the rules and regulations of NDUAT.
- 4.3 Allotment of the students at the first party will be done by the approval of Dean of the first party and Director of the second party.
- 4.4 The first party would have the right to screen the students eligibility for the admission based on their academic period.
- 4.5 A copy of student's thesis should be submitted to the library of ICAR.

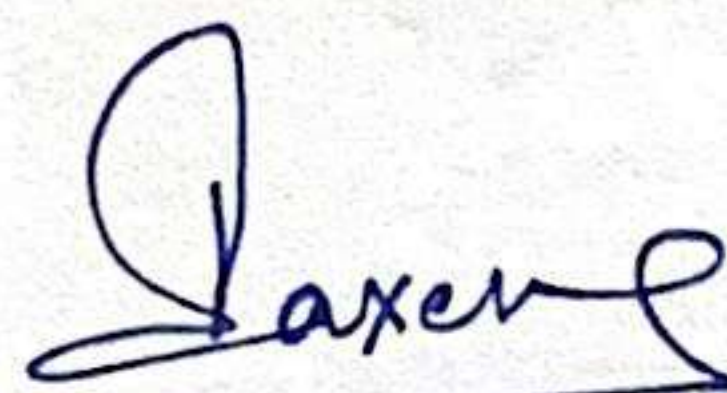
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Signature of First Party



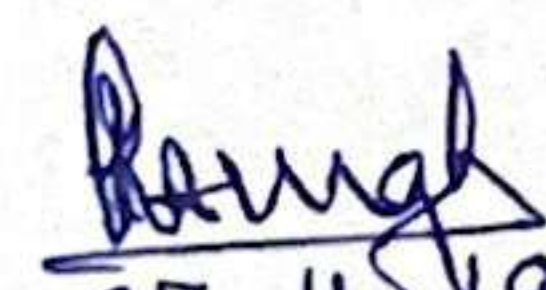
(Dr. S.K. Shukla)
Director Research,
Narendra Deva University of Agriculture
and Technology, Kumarganj,
Ayodhya – 224229, Uttar Pradesh
Phone Number:
Date:

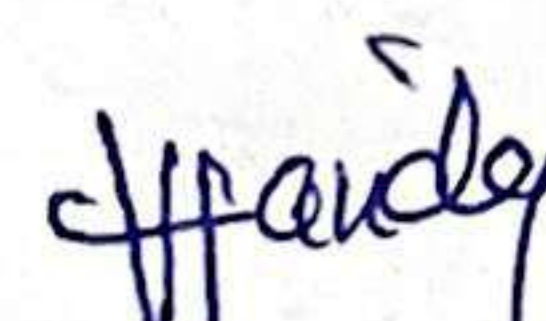
Signature of Second Party




(Dr. A. K. Saxena) 27/4/2019
Director,
ICAR-National Bureau of Agriculturally
Important Microorganisms, Kushmaur,
Mau Nath Bhanjan-275103, Uttar Pradesh
Phone Number:
Date:


Witness:

1. 
27-4-19
(P. K. Singh)
Dean Agriculture

2. 
27/4/19
(N. P. Pandey)
Dean CHF

Witness:

1. 
27/4/19
(H. CHAKDAR)
Scientist, ICAR-NBAIM, Mau

2. 
27-04-19
(D. K. Dwivedi)
Professor
Biotechnology

**UMBRELLA Memorandum of Understanding
between
ICAR- National Research Centre on Litchi,
Mushahari, Muzaffarpur-8420 02**

and

**N. D. UNIVERSITY OF AGRICULTURE & TECHNOLOGY KUMARGANJ,
FAIZABAD-224229, U.P.**

for facilitating
Students' Training/Postgraduate Research

This Memorandum of Understanding (MOU) is made on this ²⁹...day of month of ^{January} November 2018 by and between the **ICAR-National Research Centre on Litchi, Muzaffarpur, Bihar** having its Head Office at Muzaffarpur (herein after called NRCL, Muzaffarpur"/First Party, a constituent research institute of the Indian Council of Agricultural research, Krishi Bhawan, New Delhi-110001 on the **ONE PART** and the N. D. University of Agriculture & Technology, Kumarganj, Faizabad (U.P.)-224229 (herein, after called as "NDUAT"/SecondParty) on the **OTHER PART**(who for the purpose of this MoU are hereinafter collectively referred to as the parties.).

The parties, having discussed fields of common research interest and allied activities between the two institutions have decided to enter into long term collaboration for promotion of agricultural, students training and in the allied areas research including research in cutting edge areas in accordance with the provisions contained in the guideline issued vide letter No. 2-6/2012-HRD dated 18th September, 2012 or as revised from time to time WHEREAS the "First Party" is involved in the

1. Management of genetic resources of mandate fruit crops and their conventional and molecular characterization.
2. Crop improvement through breeding and genetic engineering.
3. Enhancing productivity through improving quality of planting materials using modern propagation techniques and root stocks, good horticulture practices including mechanization and management of biotic and a biotic stresses.
4. Reduction in post harvest losses and enhanced profitability through integrated pre and post harvest management practices, value addition, products diversification and secondary horticultural initiatives.
5. Human resources development, transfer of technology, capacity building and evaluation of their socioeconomic impacts,

AND WHEAREAS the 'second party' is involved in the established vide F. No. 5823/XII-4 dated 10th October 1975 by Govt. of India/ Govt. of Uttar Pradesh Agriculture University vide act No. 1958 Gazette-Adhinyam 2010 and recognized by UGC is involved in.

1. Research:

- To generate innovative horticulture technology to make Indian horticulture globally competitive.
- To apply all possible sources of scientific interventions to the solution of the technical and practical problems of horticulture.
- To boost up basic research to accelerate the progress of horticulture and allied field with the inputs of fundamental knowledge.
- To solve the specific horticulture related problems, being faced by farming community.
- To formulate specific package of practices for optimization of farmer's income of different holding sizes viz. large, medium, small and marginal.
- To exchange the seed and planting material.

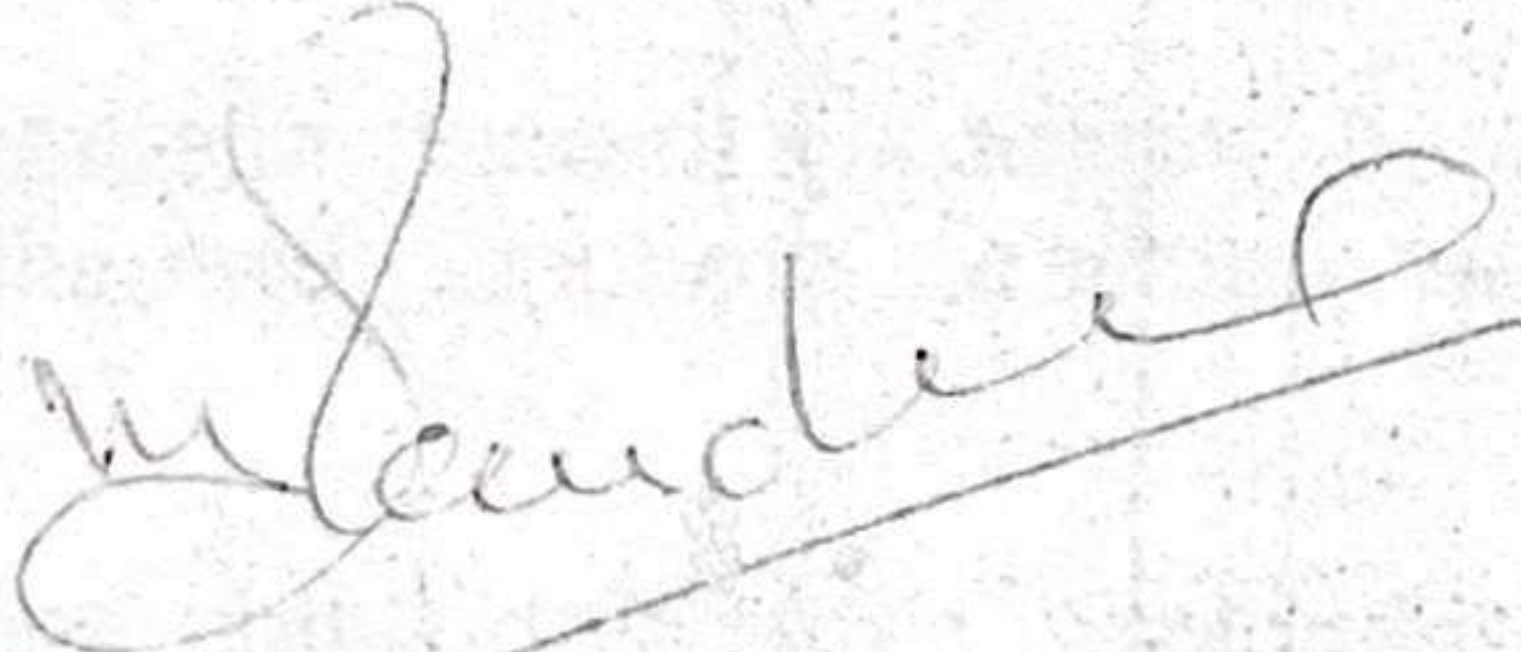
2. Teaching:

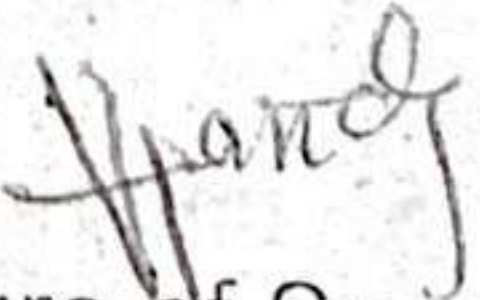
- To create human resource trained in horticulture and allied sciences that may cater the need of 21st century. To produce scientifically and technically sound graduates with entrepreneurial skills. Who can provide employment to unemployed rural and urban youths.
- To generate technically-sound humans who can apply their acquired knowledge and skills to diversify and industrialize agriculture for socio-economic transformation of rural society.
- Development of technical skills for coordinating horticulture with industry.

3. Extension:

- To disseminate the innovation horticulture technologies among the farmers.
- To establish partnership with farmers, entrepreneurs and other stake holders in horticulture for mutual benefits.
- To make the horticulture technology more demand driven.
- To facilitate validation, demonstration and adoption of appropriate agro-horti-technologies.
- To achieve economic and environmental sustainability through integrated management of productivity, production, marketing and end use of farm produce.

AND WHEREAS it has been considered expedient to agree in writing to participate jointly in the projects requiring expertise and logistics from both the parties.


(Signature of First Party)


(Signature of Second Party)

Article 1. Scope

- 1.1 The Second party will recognize the First party as an Institute for conducting research related to the thesis requirement of the research students for B.Sc. (Horticulture), M.Sc.(Horticulture), Ph.D.(Horticulture). The Second party will recognize Scientists of the ICAR Institute as recommended by its Director in accordance with the University rules and regulations for guiding students working for the said degree.
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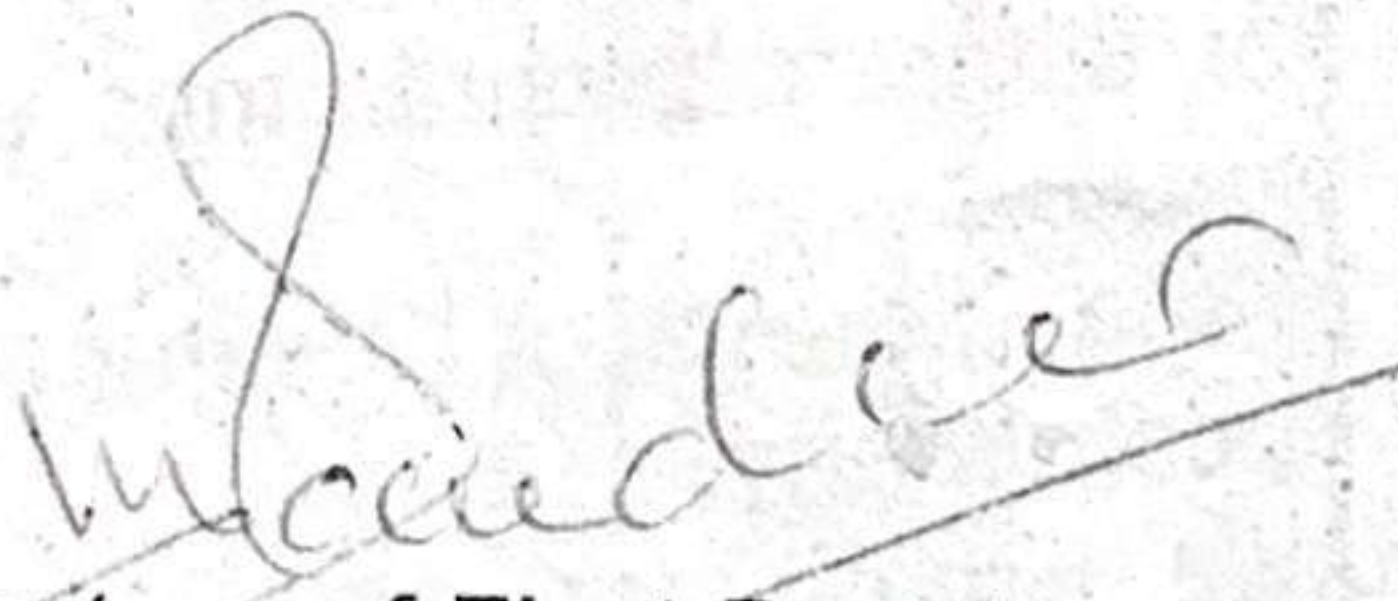
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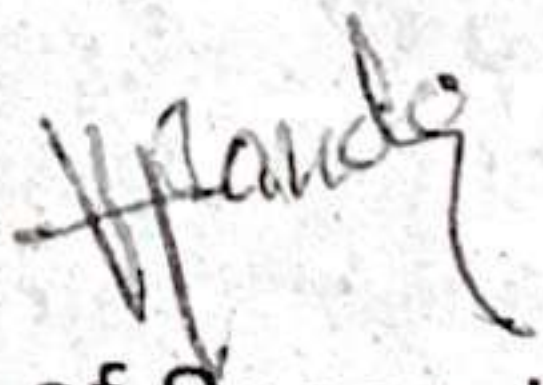
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(Signature of First Party)


(Signature of Second Party)

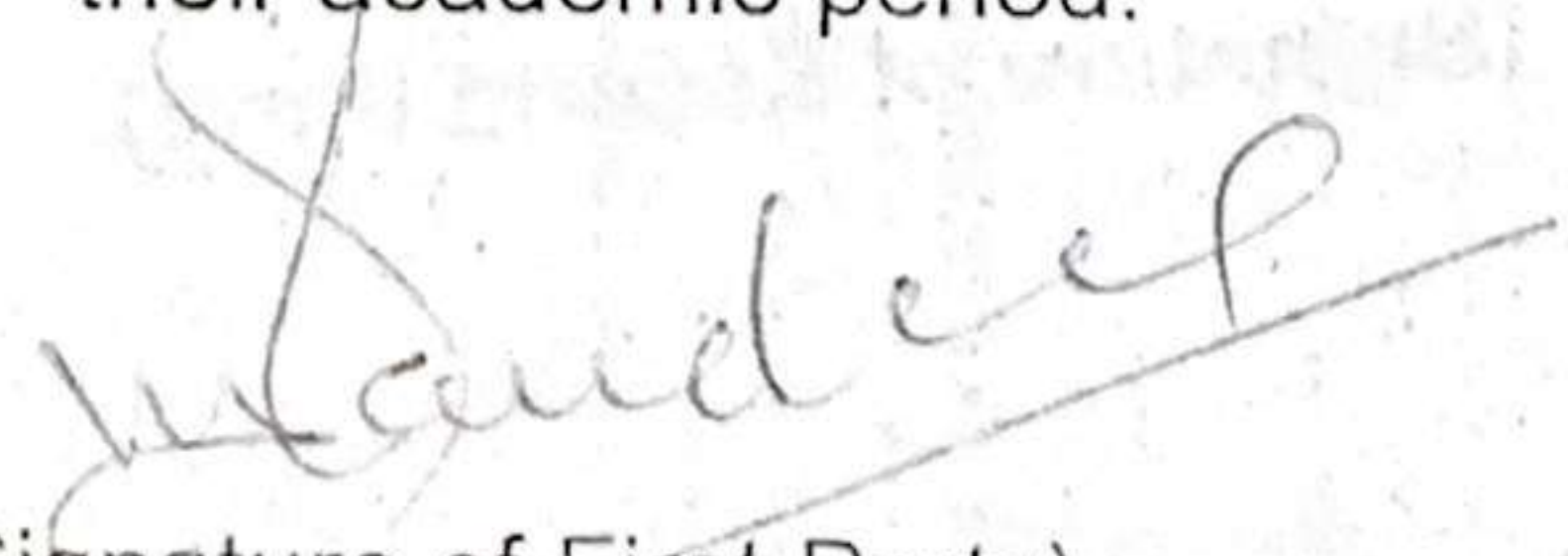
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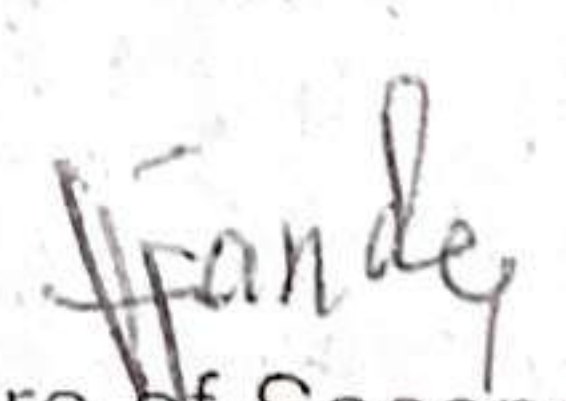
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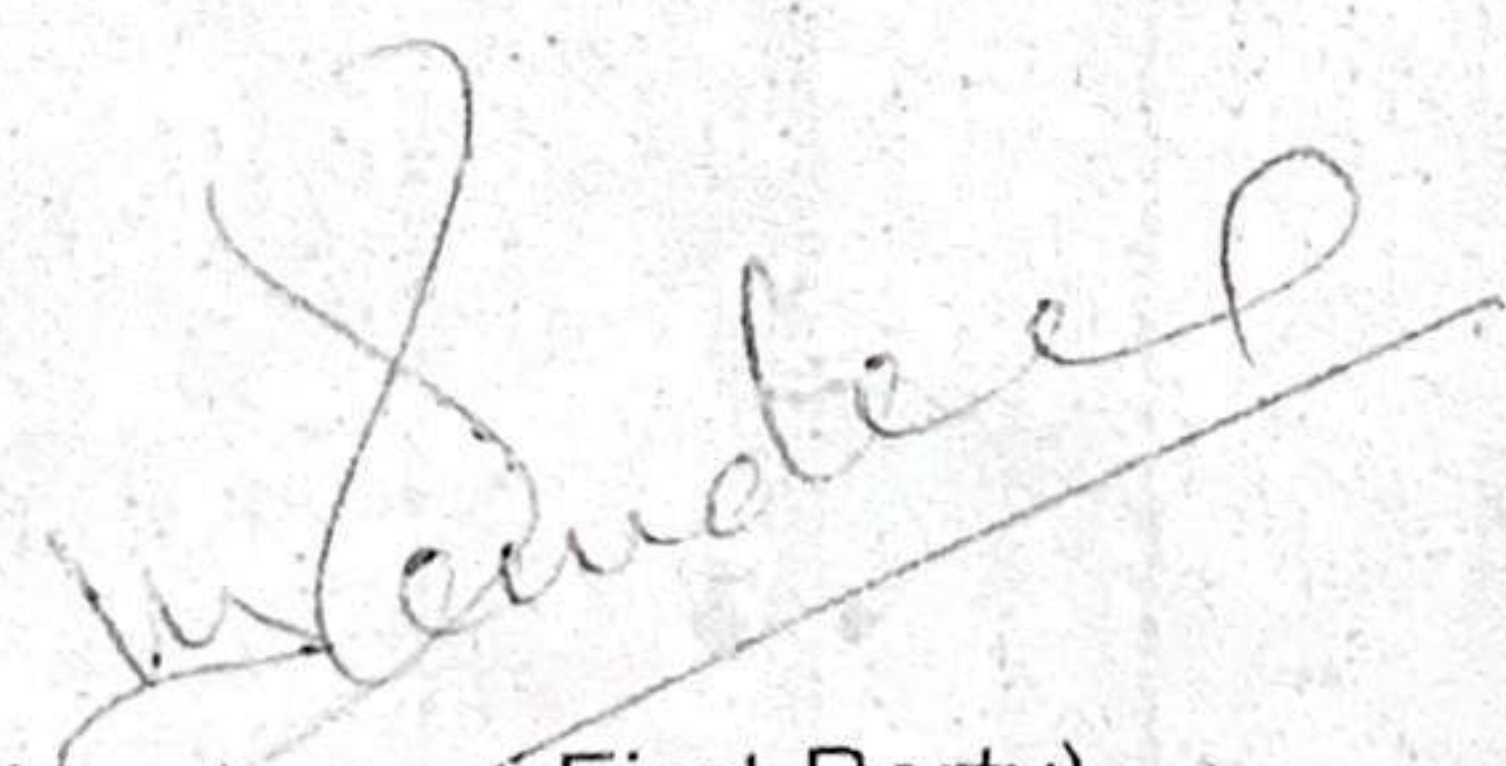

(Signature of First Party)

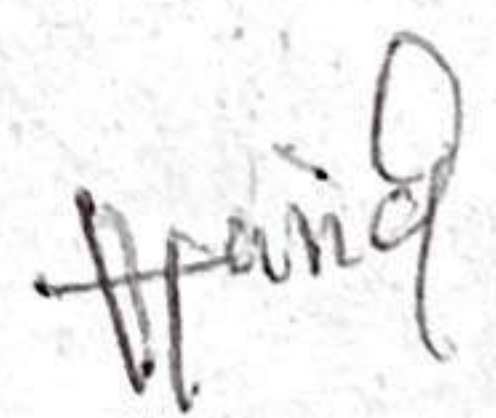

(Signature of Second Party)

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- 6.8 Fees will be charged from the students by the First party as per Guidelines for the students to conduct research for their degree programmes as trainees at ICAR institutions *vide* Letter No. 2-8/2012-HRD dated 11th December, 2012 or revised Guidelines, if any, as may be issued from time to time. No fee may be charged by the First party from the students registered with AU/DU within NARS. However a student registered with a Second party, outside NARS, will deposit fee of Rs. 10,000/- for training duration of 3 months (not leading to a degree/dissertation) and Rs. 30,000/- per semester (six months) for training, research, dissertation exceeding three months. Any change in fee structure by ICAR will be applicable from the date of revision and shall be charged by the First party.

Article 7. Entry into effect, modification and termination

- 7.1. This MoU shall become effective on the date it is signed by the parties and shall be valid for three years extendable up to five years. Both parties shall review the status of the MoU at the end of each three/five year period to determine any modification, whenever necessary. The period of validity of this MoU may be extended by mutual consent up to five years. This MoU may be amended by mutual written agreement and may be terminated at any time by either party upon written notification signed by the competent authority of the party initiating termination. Such notification must be given to the other party at least six months in advance from the effective date of termination.
- 7.2. All joint activities not completed at the expiration or termination of the MoU may be continued until their completion under the terms of this MoU.
- 7.3 No amendment or modification of the MoU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be amendment of the MoU. The modifications/changes shall become part of the MoU and shall be effective from the date on which they are made/executed, unless otherwise agreed to.


(Signature of First Party)


(Signature of Second Party)

This MoU has been executed in two originals, one of which has been retained by the First party and the other by the Second party).

IN WITNESS WHEREOF, the parties have executed this MoU and represent that they approve, accept and agree to terms contained herein.

Dr. Vishal Nath
Director

(Name and Address of the First Party)

Name of the Director of the First Party

ICAR-NRC on Litchi
Mushahani, Mug.
842002

Tel No. 9431813884

Date

Signature with Seal

[Handwritten Signature]
29/1/19

Witness 1.....

Witness 2.....

Dr. Vikram Prasad Pandey
Dean College of Hort. & Forest

(Name and Address of the Second Party)

Name of the Vice-Chancellor/Head of the Institution of the Second Party)

Tel. No.

Date

Signature with Seal

[Handwritten Signature]

Witness 1.....

Witness 2.....



उत्तर प्रदेश UTTAR PRADESH

ER 957344

TRY NO.

29 JAN 2019

MEMORANDUM OF UNDERSTANDING

THIS MoU made and entered on this 04th day of April 2019 between the COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH, a Society registered under the Societies Registration Act (XXI of 1860) and having its office at Anusandhan Bhavan, 2, Rafi Marg, NEW DELHI-110001 (hereinafter referred to as CSIR) through CSIR-National Botanical Research Institute, Rana Pratap Marg, Lucknow - 226 001 (hereinafter called "CSIR-NBRI" which expression shall where the context so admits include its successors and permitted assigns) of the ONE PART

AND

N. D. UNIVERSITY OF AGRICULTURE & TECHNOLOGY, established vide F. No. 5823/XII-4 dated 10th October 1975 by Govt. of India/ Govt. of Uttar Pradesh Agriculture University vide act No. 1958 Gazette Kumarganj, Faizabad-224229, U.P. herein after called NDUAT which expression shall where the context so admits include its successors and permitted assigns) of the Other PART

WHEREAS CSIR-NBRI is involved in plant based research including -Study of soil microbial diversity to improve soil health and productivity, Study of functional and structural diversity of soil micro organisms, Study of enzymatic activity and physico- chemical properties of soil micro organisms, Isolation and characterization of biocontrol agents to control soil borne diseases, Isolation and characterization of plant growth Promoting Rhizo-bacteria (PGPR), preparation of bio-formulation against phytopathogens.

WHEREAS the "NDUAT" is involved into apply all possible sources of scientific interventions to the solution of the technical and practical problems of related to soil science, to boost up basic research, to ameliorate the problems related to degradation of soil with the inputs of fundamental knowledge, to solve the specific soil fertility and productivity related problems faced by farming community, to formulate specific package of practices for sustainable crop production and soil health, to exchange and support of technology and inputs for bio control agents and PGPRs.

Extension: To disseminate the innovative soil fertility technologies among the farmers.

WHEREAS the 'NDUAT' is also involved to establish partnership with farmers, entrepreneurs and other stakeholders in organic and bio-fertilizers as well as bio-control agents for mutual benefits, to facilitate validation, demonstration and adoption of appropriate technologies related to improvement in soil fertility and production of organic and bio-fertilizers as well as bi-control, to achieve economic and environmental sustainability through integrated management of productivity, production, marketing and end use of farm produce.

WHEREAS the 'NDUAT' has agreed to facilitate the R&D work as requested by CSIR-NBRI including field trials for various bio-formulations.

Now therefore in consideration of the premises and mutual covenants herein after contains, the parties hereto agree as follows:

CL.3 Both the parties agree:

CL.3.1 CSIR-NBRI shall provide bio-formulation (as defined in annexure-I) to NDUAT for efficacy evaluation with reference to intended application as informed by CSIR-NBRI.

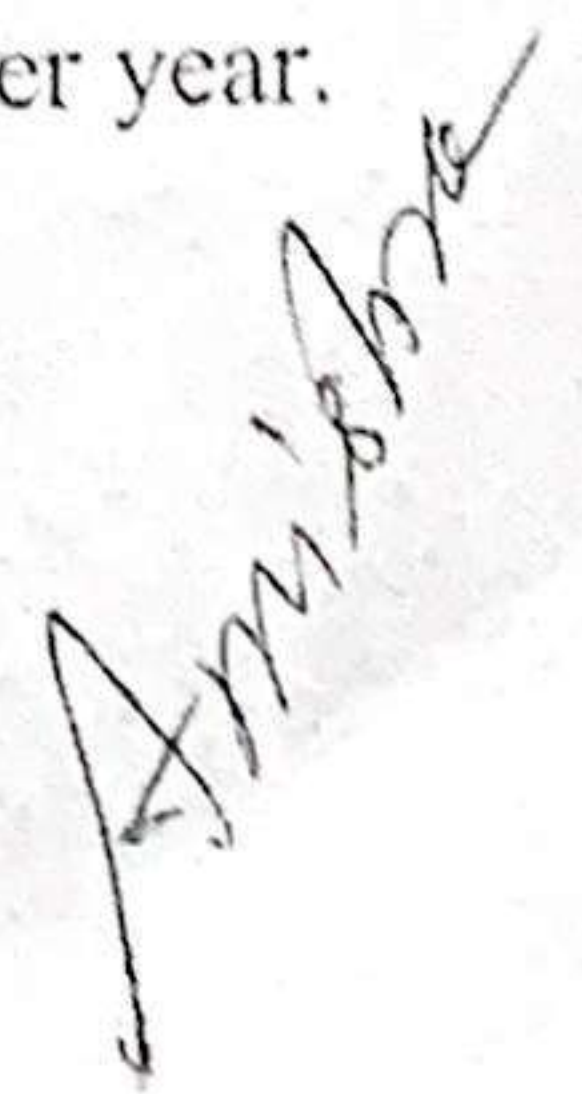
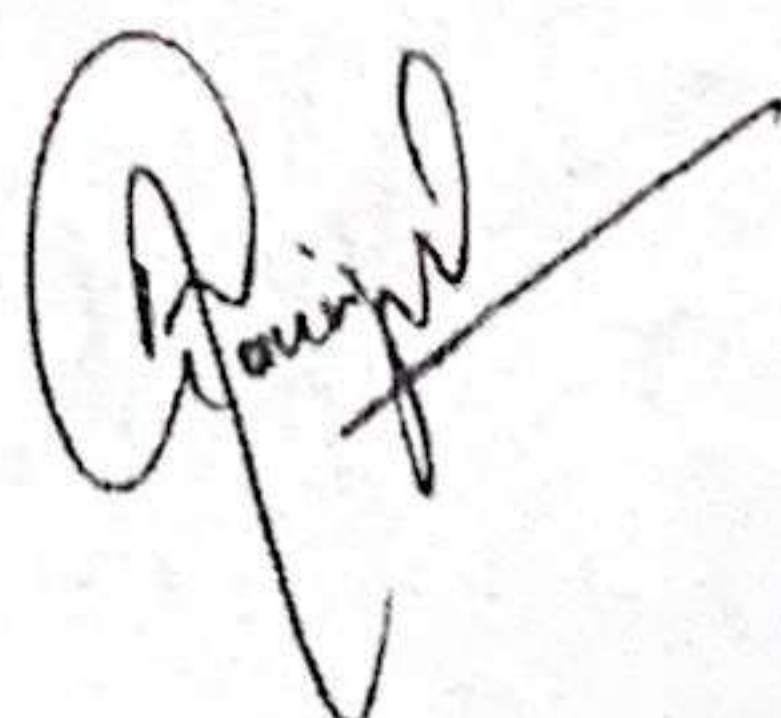
CL.3.2 CSIR-NBRI shall share available toxicity results for the bio-formulations with NDUAT for undertaking the trials.

CL3.4. CSIR-NBRI shall bear labour cost of undertaking the field trials at NDUAT.

CL3.5. CSIR-NBRI shall also bear travelling expenses of its staff for the field trials.

CL3.6. Ceiling of expense for the activities at CL3.4 and CL3.5 shall be Rs.50,000/- per year.

CL3.7. NDUAT shall undertake the field trial for the objectives (annexure-2)



CL3.8 NDUAT shall provide all the data generated in the field trials to CSIR-NBRI without any cost.

CL3.9 Data generated out of field trials shall be property of CSIR-NBRI. Further, intellectual property right on data and based on the data generated shall be owned by CSIR-NBRI.

CL3.10 NDUAT shall not file any application for seeking intellectual property rights in its own name or in the name of other person(s) on any matter relating to the information disclosed to it by CSIR-NBRI under this agreement, save with the written prior approval of CSIR-NBRI. NDUAT shall not oppose or direct or cause any persons to oppose any application seeking intellectual property rights relating to the data/bio-formulation filed by CSIR.

CL3.11 NDUAT shall treat as strictly confidential all information/knowledge obtained from CSIR-NBRI, in connection with or relating to the field trials/bio-formulation(s)/data generated etc.

CL3.12 The parties shall consult each other for any publication in respect of the field trials. These publications (papers, reports, etc.) shall be in the names of research workers from both the parties.

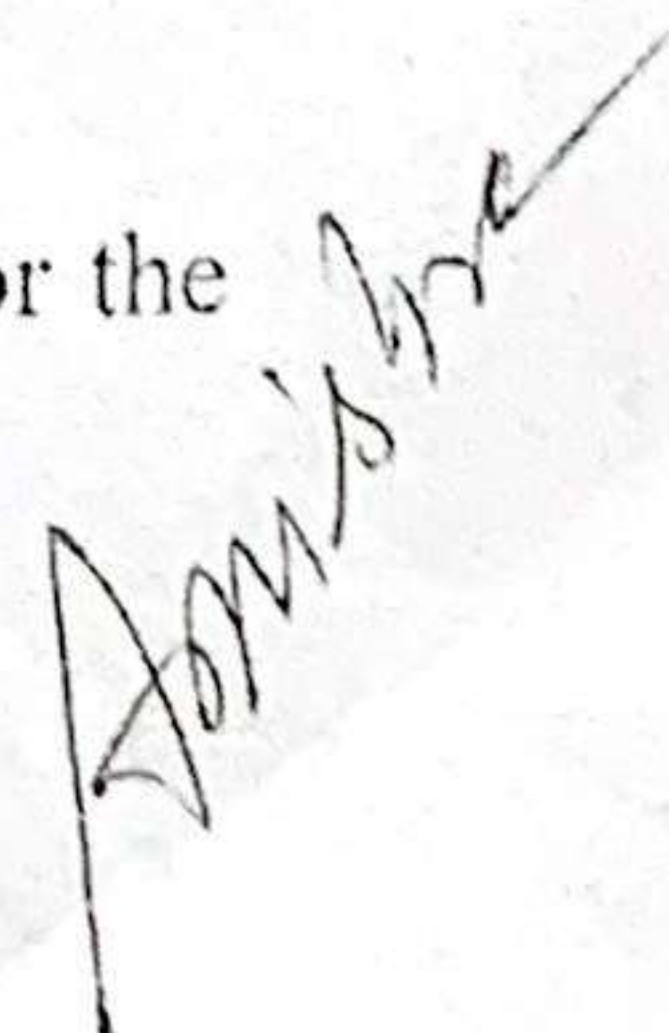
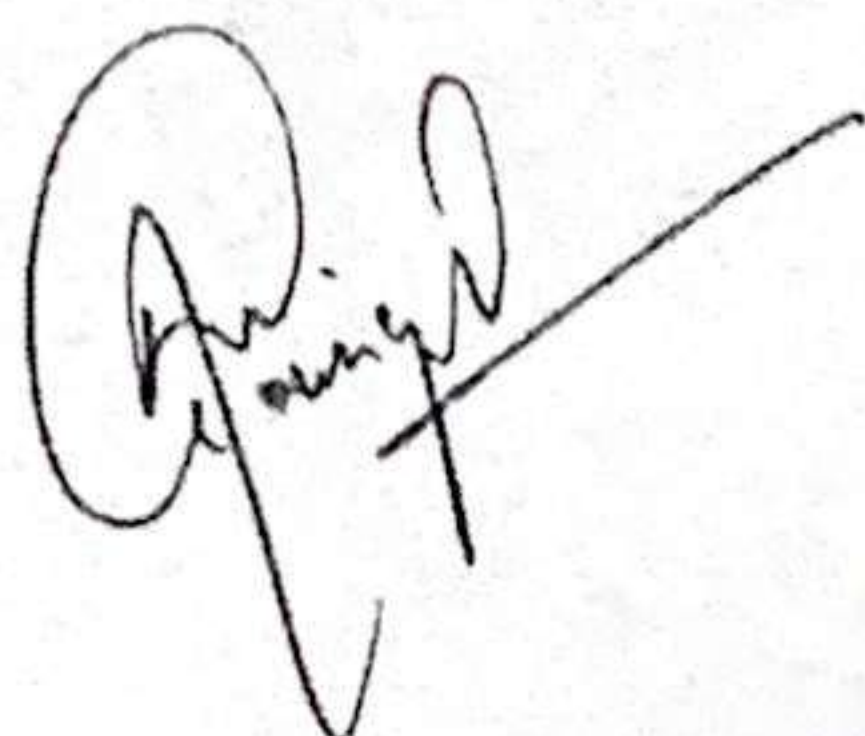
CL3.13 NDUAT shall not charge CSIR-NBRI for the field trials/data generation/analysis etc.

CL3.14 Monetary benefits will be of CSIR-NBRI only as a result of commercialization of bio-formulation.

CL 3.15 CSIR-NBRI shall provide laboratory facilities for research purposes to the students of NDUAT to take up experimental work related to soil health, PGPR and Bio-control agents in the laboratory of Dr.Aradhna Mishra, Sr. Scientist upto 3 students/year till the expiry of this agreement.

CL.4 EFFECTIVE DATE, DURATION AND TERMINATION OF AGREEMENT

CL.4.1 The agreement shall be effective from 4th April 2019 and shall remain in force for the period 24 months from the effective date.



CL.5 CONFIDENTIALITY

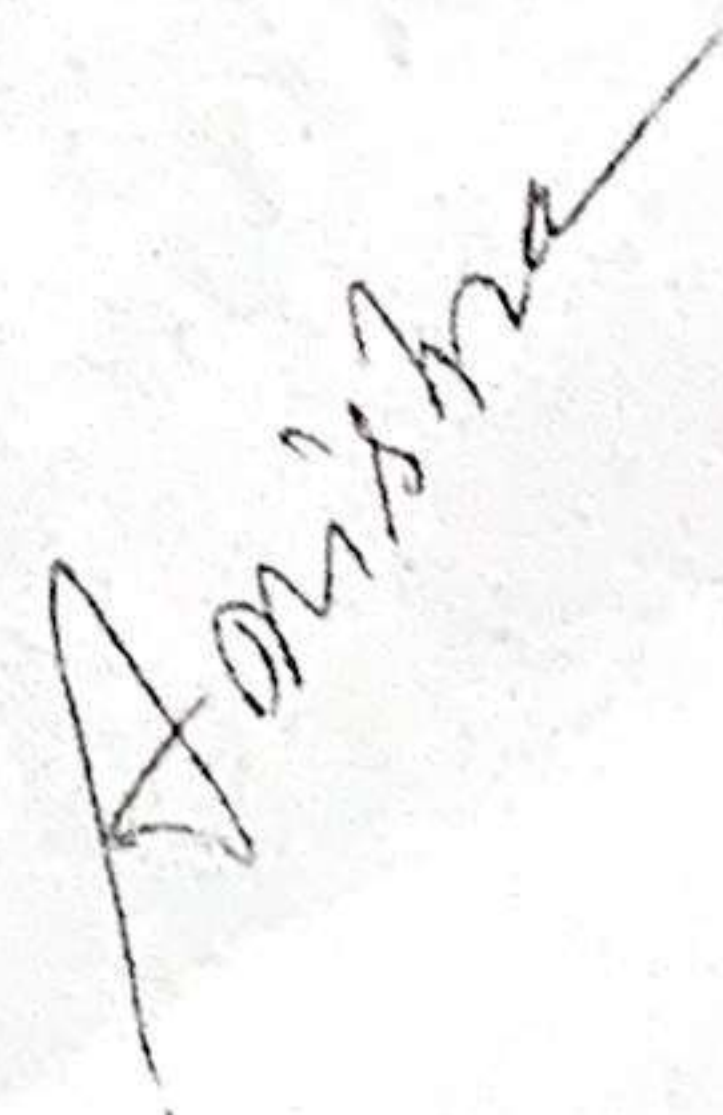
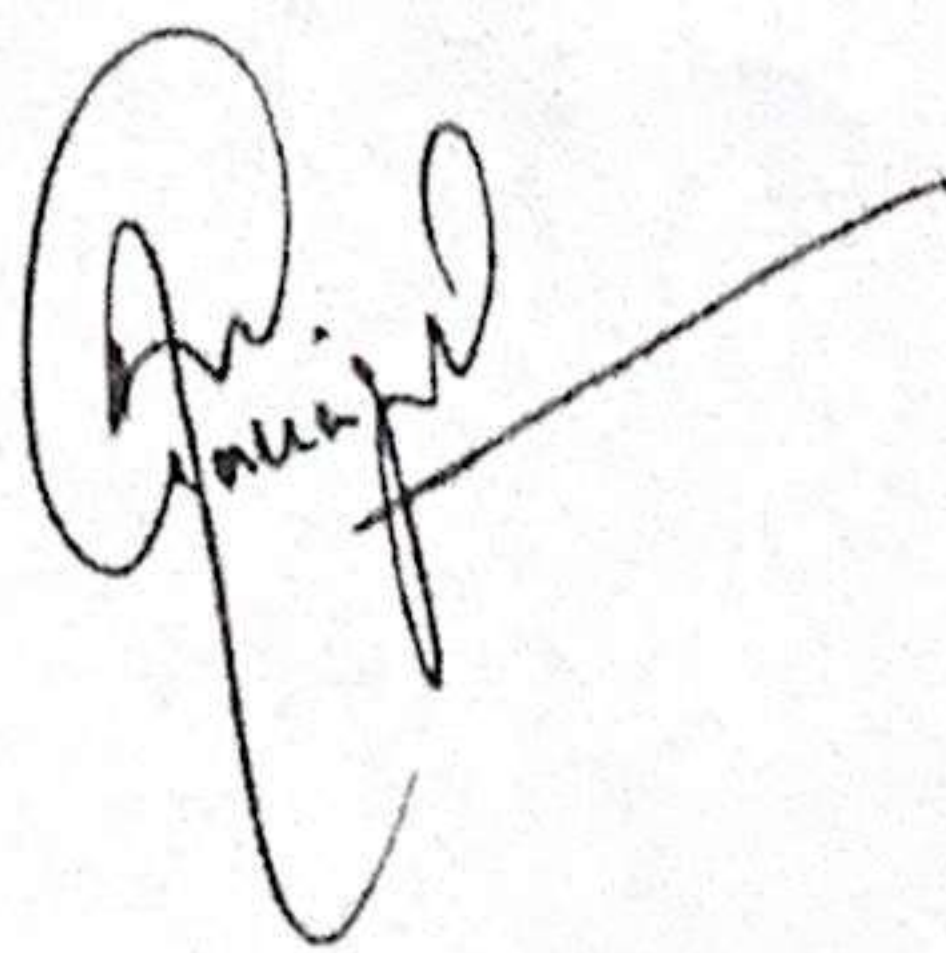
CL.5.1 During the tenure of the agreement and five years thereafter both CSIR-NBRI, Lucknow and NDUAT undertake on their behalf and on behalf of their subcontractors/ employees/ representatives/ associates to maintain strict confidentiality and prevent disclosure thereof, of all the information and data exchanged/generated pertaining to work under this agreement for any purposes other than in accordance with this agreement.

CL.6 AMENDMENTS TO THE AGREEMENT

CL.6.1 No amendment or modification of this agreement shall be valid unless the same is made in writing by both the parties and their authorized representatives and specifically stating the same to be an amendment of this agreement. The modifications/changes shall be effective from the date on which they are made/ executed, unless otherwise agreed to.

CL.7 ARBITRATION

CL.7.1 In the event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government of India. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be nominated by Secretary, Departmental of Legal Affairs ("Law Secretary"), Government of India, in terms of the Office Memorandum No. 55/3/1/75-CF dated the 19th November, 1975 issued by the Cabinet Secretariat (Department of Cabinet Affairs) Government of India, as modified from time to time. The Arbitration Act 1940 (10 of 1940) shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon parties to the dispute. Provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to Law Secretary whose decision shall bind the parties finally and conclusively.



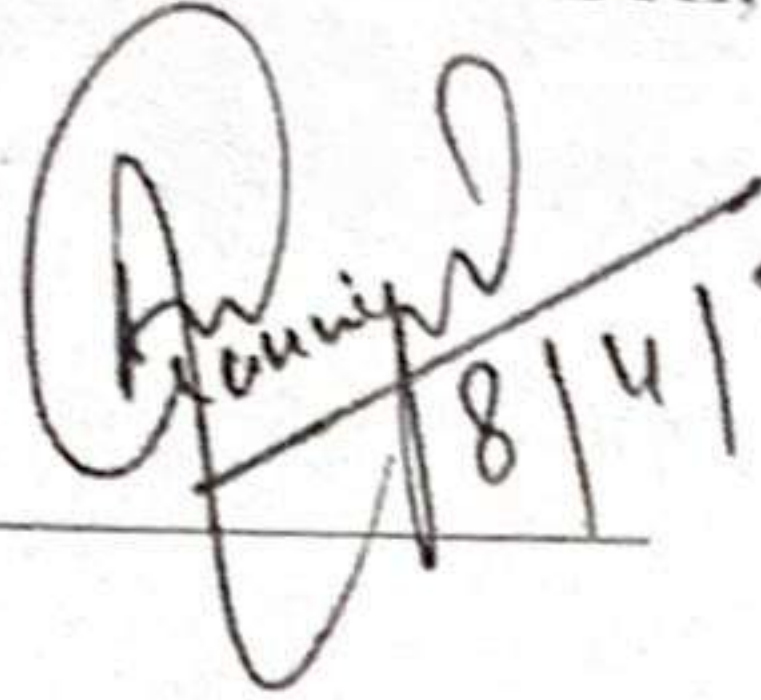
SEAL OF PARTIES

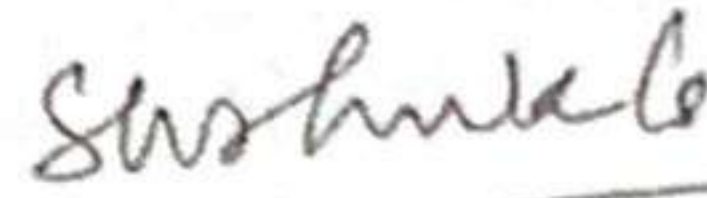
In witness whereof the parties hereto have signed this agreement on the day, month and year mentioned hereinbefore.

PARTIES

For and on behalf of CSIR-NBRI, Lucknow

For and on behalf of NDUAT, Faizabad

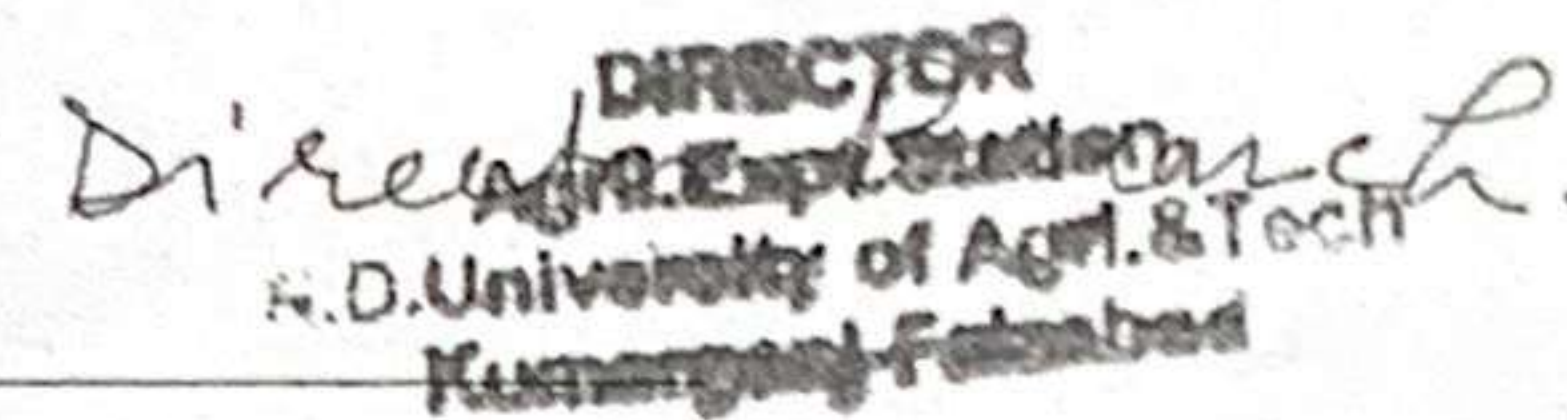
Signature :  8/4/2019

Signature :  10/4/19

Name : ANIL KUMAR GAUNIYAL

Name : S. K. Shukla

Designation : HEAD, P.M.E.

Designation : 


Seal : DR. ANIL KUMAR GAUNIYAL
Head, Planning, Monitoring & Evaluation Division
CSIR-National Botanical Research Institute
Lucknow-226001, Uttar Pradesh

Seal : _____

Witnesses : (Name & Address)

Witnesses : (Name & Address)

1. Aradhana Mishra
CSIR-NBRI


1. Dr. S.F.A. Zaidi
Professor Incharge Soil Sc.
INCHARGE
SOIL SCIENCE
2. _____
N.D.U.A.&T., KUMARGANJ
AYODHYA

Date: 8/4/2019

Date: 10-04-2019



Definition of Bio-formulation:

Formulation comprising of live bacterial culture with suspension, based on organic carrier, for disease management of *Fusarium* wilt and plant growth promotion in tomato plants (*Solanum lycopersici*).

Formulation comprising of live bio-agent with suspension, given with organic carrier, for disease management and plant growth promotion in plants.

In future other formulations may be provided for control of different phytopathogens.

Amisha

Objectives of the study:

1. Investigation of plant growth promotion activity and yield enhancement.
2. Assessment of reduction in disease incidence after application of bio-formulation.
3. Comparative study of bio-formulation with chemical fungicide against Fusarium wilt disease control.

Amit

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

₹. 100



सत्यमेव जयते

SUB-TREASURY
HUNDRED RUPEES
MILKIPUR, AYODHYA-U.P.

भारत INDIA
INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

DR 867584



MEMORANDUM OF UNDERSTANDING
BETWEEN
PATANJALI BIO RESEARCH INSTITUTE,

Narendra Dev University of Agriculture and Technology
FOR

COLLABORATION ON RESEARCH, INNOVATION AND SEED PRODUCTION
TRAINING AND SKILL DEVELOPMENT PROGRAMME

This Memorandum of Understanding made and entered into on this 5th day of January 2019 between NDU&T, Kumarganj, Ayodhya established by the Act of state Legislative i.e. NDU&T, Kumarganj, Ayodhya Act 1958 situated at Ayodhya (hereinafter called "NDU&T, Kumarganj, Ayodhya") represented by its Registrar which expression shall mean include its executors, successors and permitted assigns, of the first part.

AND

PATANJALI BIO RESEARCH INSTITUTE PRIVATE LIMITED (hereinafter referred as "PBRI") a private limited company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Patanjali Food And Herbal Part Padartha Village, Laksar Road Haridwar-249408, (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include Authorized Representatives and permitted assigns), being Party of the FIRST PART.

This MOU sets down the mutually agreed broad framework for collaborating academic programs, research partnerships and for supporting R&D through innovation, entrepreneurship and training in various fields of common interest related to bringing the results of Science and Technology to society. It incorporates the modalities for collaboration on these and other areas of mutual interest between NDU&T, Kumarganj, Ayodhya and PBRI.

Rana

W

1.0 PREAMBLE

- 1.1 **NDUA&T, Kumarganj, Ayodhya** works towards the education of the rural people in agriculture in its broadest sense to promote research, field and extension programmes in agriculture and agricultural production. It also works on improving technologies to improve farm production and income to farmers.
- 1.2 PBRI is an Ari-Biotech Company registered under Indian Company Act, 1956. It is engaged in the business of Agri-Biotech products and manufactures bio pesticides, bio fertilizers, plant growth promoters and select special products of agricultural importance. During the past ten years. PBRI has introduced about 39 chemical free agri-inputs through innovative in-house R&D and technology tie-ups with various research Institutions/Universities. The company was established with objective of providing quality products and services in Agri-biotech/Biotech domain through sustained research and innovations. Accreditations from DSIR, Ecocert and D&B are a few to mention.
- 1.3 The activities of **NDUA&T, Kumarganj, Ayodhya** and PBRI are in several ways complementary. While **NDUA&T, Kumarganj, Ayodhya** generates science and technology research outputs, PBRI is engaged in Agri-biotechnology oriented activities through services, education training, research and innovation.

It is therefore felt that a collaborative programme would be of considerable Mutual benefit for both the parties. The collaboration would cover the R&D (Fundamental & Applied research) in Biotechnology, Entomology, Plant Pathology, Microbiology, Soil Science, molecular Biology. Such a synergy will also bring the wisdom of the PBRI into the Agri-Biotechnology and Agriculture/Horticulture oriented educational and training programs of the **NDUA&T, Kumarganj, Ayodhya**. This collaboration will also help in generating value for the society that is based on Science & Technology driven entrepreneurship and through a systematic study of related systems and practices.

This MOU is result of a fruitful discussion within and between **NDUA&T, Kumarganj, Ayodhya** and PBRI to develop stimulating and dynamic collaboration, achieve beneficial goals between the parties.

ARTICLE-1

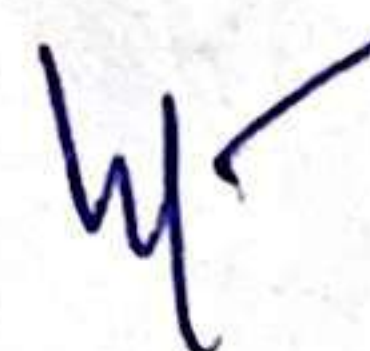
A coordinator each from **NDUA&T, Kumarganj, Ayodhya** and PBRI will be appointed to oversee the goals and purpose of this MOU. These coordinators from both parties will constitute Sub-Committee to carry out specialized activities as required.

ARTICLE-2

Consistent with the goals and purpose of the collaboration, **NDUA&T, Kumarganj, Ayodhya** and PBRI, Haridwar, propose the following areas of activities :

- a. Based on periodic discussion between identified personnel of PBRI & **NDUA&T, Kumarganj, Ayodhya** the joint research programmes will be identified. The critical research needs will be discussed and the methodologies for research and translation will be decided.
- b. The relevant, Research and Training programmes initiated at **NDUA&T, Kumarganj, Ayodhya** will have formal and informal participation of the PBRI faculty. PBRI faculty will participate in teaching and training of **NDUA&T, Kumarganj, Ayodhya** graduate students, as and when the need arises.
- c. The research infrastructures of the two institutions, when available, will be accessible to the faculty of both the Institutions.





- d. As and when joint work of **NDUA&T, Kumarganj, Ayodhya** and PBRI yields positive results into products/services and the patentable items will be identified and the need based actions will be initiated.
- e. The faculty of the two parties will be encouraged to submit joint application for external research grants.
- f. **Intellectual Property Commercialization Strategy:** Discussions will be initiated between **NDUA&T, Kumarganj, Ayodhya** and PBRI on Intellectual property management commercialization strategy and facilitation through intermediaries. This process will be facilitated by the Director of Research at **NDUA&T, Kumarganj, Ayodhya** and the appropriate PBRI personnel.
- g. **Faculty mentors:** Interested parties from either side may be available to mentor students on technology /business aspects on an informal basis.
- h. **Joint visitors program:** Visiting Faculty and Postdoctoral fellows from India who are connected with **NDUA&T, Kumarganj, Ayodhya** can visit both the parties in a coordinated manner and create necessary linkages. The designated Coordinators from **NDUA&T, Kumarganj, Ayodhya** and PBRI will facilitate such activity.
- i. **Joint Publications:** The collaboration could generate Research papers, Patents, and Technology reports that could be of great use.
- j. To facilitate Intellectual Property commercialization strategy, a 'Joint Subcommittee for Intellectual Property Identification' will be constituted. This committee will consist of experts from **NDUA&T, Kumarganj, Ayodhya**, PBRI and other relevant professionals from outside who will create the right mechanism to source and spot intellectual property (patentable or not) that can be used in activities (g) and (h).

ARTICLE 3

In addition to the Coordinator mentioned at (1), other Committees will be put in place when necessary, to make this MOU a success.

The faculty, research scholars, Masters Students and the alumni of **NDUA&T, Kumarganj, Ayodhya** and the scientists of PBRI may be given access to the facilities of both the parties, subject to prevailing rules and regulations of the respective Institutes regarding such access.

ARTICLE 4

Provision is hereby made for:

- i. The exchange of faculty of research scholars and students between the two Parties.
- ii. The Joint organization of symposia, seminars, workshop, lectures and events.
- iii. Sharing of data and facilities on collaborative projects under appropriate non-disclosure Agreements.

ARTICLE - 5

1. INTELLECTUAL PROPERTY

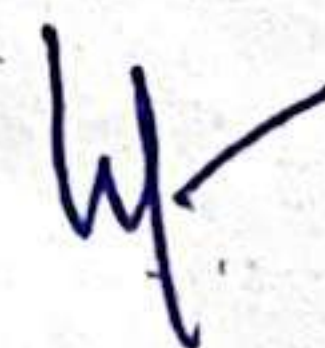
- a) Intellectual property will refer to all patents, copyrights, trademarks, protections, geographic indicators and other intellectual property protections, including plants, genes and chemical structures. Intellectual property also includes oral or written know-how of





relevance to the research activities of the two Institutes. Intellectual property ownership, authorship and commercialization are three aspects that will be considered. Ownership and commercialization are discussed below. However to merit authorship, it is required that the inventor has participated in the research activity relevant to the invention and contributed to the claims of the invention when a patent is involved. An author of a patent can be a faculty, student an alumnus, or a scientist.

- b) Intellectual property types relevant to this MOU are
- i. Patented and unpatented know-how developed at prior to interaction with PBRI/ **NDUA&T, Kumarganj, Ayodhya** on a specific problem, (background intellectual property).
 - ii. Patented and unpatented know-how developed during and after collaboration between faculty, students, alumni of **NDUA&T, Kumarganj, Ayodhya** and PBRI on a specific problem (new developmental intellectual property).
 - iii. Intellectual property as at (i) and (ii) and also includes entities (third parties) other than **NDUA&T, Kumarganj, Ayodhya** and PBRI.
- c) Intellectual property of **NDUA&T, Kumarganj, Ayodhya** obtained prior to collaboration between **NDUA&T, Kumarganj, Ayodhya** and PBRI on a specific problem will belong to **NDUA&T, Kumarganj, Ayodhya**. Intellectual property of PBRI prior to such collaboration will belong to PBRI and any back ground Intellectual property that involves parties in addition to **NDUA&T, Kumarganj, Ayodhya** and PBRI must be made known to all concerned before this collaboration is inked.
- d) Intellectual property generated jointly during the operation of this MOU may be jointly filed and "owned" by **NDUA&T, Kumarganj, Ayodhya -PBRI** or jointly published in and/or presented at national and international journals and/or conferences as per the Intellectual property strategy and IP policy of the two parties. Legal advice regarding Intellectual property filing may be sought prior to publication and/or public speeches, training and consulting where relevant.
- e) Faculty, students and alumni participating in the activities under this MOU will be governed in matters of **NDUA&T, Kumarganj, Ayodhya - PBRI** joint activities by the provisions of this MOU, even if they leave their respective institutes, when Intellectual property relevant to these institutes is being pursued.
- f) Commercialization revenues from Intellectual property, patented or unpatented (such as know-how, oral or written), generated by bringing such Intellectual property to the market and society will be shared by PBRI and **NDUA&T, Kumarganj, Ayodhya**. The sharing approach will be decided upon mutually on a case-to-case basis on the contributions of relevant inventors. This revenue sharing approach will be applicable for the first five years of this MOU. Revenue sharing will take into consideration all relevant guidelines applicable at to both **NDUA&T, Kumarganj, Ayodhya** and PBRI.
- g) In the case of entrepreneurship activity and start-up companies that may emerge from **NDUA&T, Kumarganj, Ayodhya -PBRI** collaboration, new developmental intellectual property will be owned by the start-up companies, unless decided otherwise.



- h) **NDUA&T, Kumarganj, Ayodhya** and **PBRI** may use and share information and data generated during their collaboration for teaching and academic activity including case development within their respective institutions/Lab. Information regarding intellectual property belonging to **NDUA&T, Kumarganj, Ayodhya** can be shared between the Institute/Lab via a non-disclosure Agreement. This can be used for consulting activities by faculty of either party only with the permission of the Vice-Chancellor, **NDUA&T, Kumarganj, Ayodhya** as the case may be. Information regarding intellectual property belonging to **PBRI** can be shared between the Institute/Lab via a non-disclosure agreement. This can be used for consulting activities by faculty of either Institute only with the permission of the appropriate authority in the **PBRI**.
- i) When an entity or entities other than **NDUA&T, Kumarganj, Ayodhya** or **PBRI** is/are also involved, intellectual property ownership, commercialization will be negotiated on a case-by-case basis. Authorship will be given in a manner as mentioned in the (a) of this article.

2. NON- EXCLUSIVITY OF THE MOU

NDUA&T, Kumarganj, Ayodhya and **PBRI** together have the unrestricted right to seek additional funding from and /or to cooperate with any other agencies / institutions for the activities and have unrestricted right to have MOU with any other institutions covered by the MOU.

3. CHANGES, DISAGREEMENTS, MODIFICATIONS AND TENURE

- a) Any articles of the MOU may be modified or changed by mutual agreement of the parties hereto in writing. The modifications and / or changes shall be effective from the date on which they are modified / extended unless otherwise agreed to.
- b) All disagreement, differences of opinion, conflicts (including on intellectual property) and / or disputes regarding the interpretation of the provisions of this MOU shall be resolved by mutual consultation between the signatories, namely the Registrar of **NDUA&T, Kumarganj, Ayodhya** and Signatory of **PBRI**. The regular conflict resolution processes used at **NDUA&T, Kumarganj, Ayodhya** and **PBRI** will be adopted when mutual consultation fails. The courts of Lucknow will be relevant to such a resolution.
- c) The tenure of the MOU shall be Five years from the date of signing of the MOU and. The tenure may be renewed after review conducted by the Registrar of **NDUA&T, Kumarganj, Ayodhya** and the signatory **PBRI** and appropriate revisions to the MOU can be made based on mutually shared experiences and agreed terms and conditions and automatic renewal for another Five years.
- d) If there is no initiation of objectives mutually as per MOU within six months from the date of agreement the MOU stands cancelled.

In witness, where of the undersigned, duly authorized thereto, have signed this MOU.

Dr. V. Ravindra Babu
Director (Field Crops)

Patanjali Bio Research Institute Pvt. Ltd.
Regl. Off.: H. No. 1-6-65/1, Temple Alwal,
Near Alwal Police Station, Secunderabad-500 010.

Prof S R Maloo

Dean & Chairman Agri Faculty
Pacific Univ, Udaipur

W/S 11/19
निदेशक
कृषि प्रयोग केंद्र
पातंजलि एवं प्रीयोपविश्व विद्यालय
कुमारगंज-अजमेर

5/20/2019

Gmail - Signing of Umbrella MoU between ICAR and SAUs - reg.

Gmail

Receipt
 No. 2155 Date 20/5/19
 Signature MVE
 Office of the Vice-Chancellor
 N.P.U.A.T. Kanyasani, Ayodhya (U.P.)

Vice Chancellor <vcnduat2018@gmail.com>

Signing of Umbrella MoU between ICAR and SAUs - reg.

1 message

section officer <sotccoordination@gmail.com>

Mon, May 20, 2019 at 3:10 PM

To: Agriculture University Jodhpur <vcunivag@gmail.com>, Vice-Chancellor <vcaukota@gmail.com>, "Vice Chancellor AAU, Anand" <vc@aau.in>, vcbuat.bn-up@gov.in, Vice-Chancellor Bckv <bckvvc@gmail.com>, Vice Chancellor <vcbausabour@gmail.com>, vc-basu-bih@gov.in, vicechancellorbasu@gmail.com, vc@bauranchi.org, vcbauranchi@gmail.com, vcdbskkv-mh@gov.in, vcdbskkv@gmail.com, vcuhf@yaspuniversity.ac.in, vcgbpuat@gmail.com, Vcgadvasu - <vcgadvasu@gmail.com>, Vice Chancellor Igkv <vcigkv@gmail.com>, bisenvcjkvv@gmail.com, vc@jau.in, vc.kamdhenuniversity@gmail.com, vc@mpuat.ac.in, vc_mpuat@yahoo.co.in, mhinfo.hry@gmail.com, vcmhu@gmail.com, Vice Chancellor Mafsu <vcmafusu@gmail.com>, Vice Chancellor <vcnduvs@gmail.com>, vcnduat2018@gmail.com, Vice-Chancellor Nau <vc@nau.in>, vc@pau.edu, vc ouat <vcouat@gmail.com>, vc@ouat.nic.in, vcrajuvas@gmail.com, vcrvsaugwa@mp.gov.in, vc2016svpuat@gmail.com, vc@sdau.edu.in, vc@skuastkashmir.ac.in, skuastkvc@gmail.com, Vice Chancellor Sknau <vc@sknau.ac.in>, vc@skltshu.ac.in, vcrau@raubikaner.org, vc@tnfu.ac.in, vc@tnfu.org.in, vice chancellor <vcuahss2014@gmail.com>, vc@uasbangalore.edu.in, Vice-Chancellor UAS Bangalore <vcuasb1964@gmail.com>, ViceChancellor UUHF <vc27uuhfm@gmail.com>, drpbiswas1956@gmail.com

Sir,

Please find enclosed herewith a Umbrella MoU for signing between ICAR and State Agricultural Universities. You are requested to kindly print the said MoU on A4 size plain paper and signed on each page with duly affixed Stamp/Seal and send it back (two copies) to the Council for finalising the MoU.

Thanks and Regards.

Office of ADG (TC)
 ICAR
 23073124
 23046544

DR P. dis...
20/6/19
 Vice Chancellor

Letter to VCs for signing of Umbrella MoU.pdf
 9482K

AGRI. EXPER. STATION
 Receipt No 742
 Date 20/6/19
 PA
[Signature]

INDIAN COUNCIL OF AGRICULTURAL RESEARCH
KRISHI BHAWAN, NEW DELHI-110012.

F. No. 8-4/2019 Cdn. Tech.

Dated:- 14.05.2019

To

As per list.

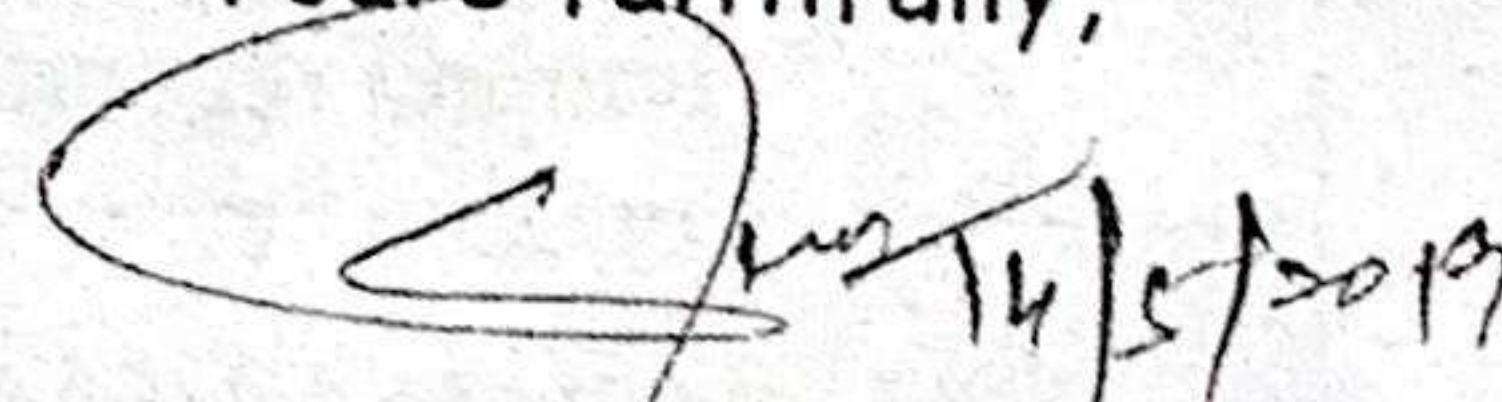
Subject:- Umbrella MoU between ICAR and Host Institutions - Reg.

Sir,

A copy of the final draft of Umbrella Memorandum of Understanding (UMoU) between the Indian Council of Agricultural Research and Host Institutions, as approved by Secretary (DARE) and Director General, ICAR was forwarded to you vide this office letter No. 8(9)/2016-Cdn. Tech dated the 6th January, 2017 with the request to send the UMoU with the undated signatures on each page on the left side of MoU so that the same could be got signed from the competent authority in ICAR. The effective date of MoU will be the date when the authorized signatory from ICAR signs the UMoU. Duly signed UMoU has not so far been received and it is again requested to send the same at the earliest. A copy of the of Umbrella Memorandum of Understanding (UMoU) is again enclosed herewith.

An early action in this regard would be gratefully acknowledged.

Yours faithfully,



(S. P. Kimothi)

Assistant Director General (TC)

Tele: 011-23073124

LIST OF UNIVERSITIES FOR ISSUING LETTER OF UMOU

1.	Vice Chancellor Agriculture University Jodhpur, Mandor ,342304 Jodhpur, Rajasthan	2.	Vice Chancellor Agriculture University, Borkhrrera, PB No.20 GPO Nayapura, Kota- 324001 Rajasthan
3.	Vice Chancellor Anand Agricultural University, Anand-388110 Gujarat	4.	Vice Chancellor Banda University of Agriculture and Technology, Chilla Road, Banda, -210001 Uttar Pradesh
5.	Vice Chancellor Bidhan Chandra Krishi Viswavidyalaya, P.O Krishi Vishwavidyalaya, Mohanpur, Nadia-741252 West Bengal	6.	Vice Chancellor Bihar Agricultural University, Bhagalpur- 813210 Bihar
7.	Vice Chancellor Bihar Animal Science University, Patna – 800014, Bihar	8.	Vice Chancellor Birsa Agricultural University, Kanke, Ranchi-834006 (Jharkhand)
9.	Vice Chancellor Dr. Balasaheb Sawant Konkan Krishi Vidyapeeth, Dapoli, Ratnagiri-415712 Maharashtra	10.	Vice Chancellor Dr. YSR Horticultural University, Administrative Office, PB No.- 7Vekateshwaramangudem- 534101, WG Distt. Andhra Pradesh
11.	Vice Chancellor Govind Ballabh Pant University of Agriculture & Technology, Pantnagar, Udam Singh Nagar- 263145, Uttarakhand	12.	Vice Chancellor Guru Angad Dev Veterinary and Animal Sciences University, Firozpur Road, Ludhiana-141004 Punjab
13.	Vice Chancellor Indira Gandhi Krishi Vishwavidyalaya, Krishak Nagar, Raipur-492012 Chhattisgarh	14.	Vice Chancellor Jawaharlal Nehru Krishi Viswa Vidyalaya, Krishinagar, Adhartal, Jabalpur- 482004 Madhya Pradesh
15.	Vice Chancellor Junagarh Agricultural University, Near Motibagh, Vanthali Road, Junagadh 362001 Gujarat	16.	Vice Chancellor Kamdhenu University, Wing:B-1, 4 th Floor, Block Bo.1, Room No. 414, Karmayogi Bhawan, Sector- 10- A, 382010 Gandhinagar Gujarat
17.	Vice Chancellor Maharana Pratap Univ. of Agriculture & Technolgy Udaipur-313001, Rajasthan	18.	Vice Chancellor Maharana Pratap University of Horticulture, Anjanthali, Karnal, Haryana Camp office: CCSHAU Campus, Hissar - 125004 Haryana
19.	Vice Chancellor Maharashtra Animal & Fishery Sciences University, Futala Lake Road, Nagpur-440001 Maharashtra	20.	Vice Chancellor Nanaji Deshmukh Pashu Veterinary Science University, Jabalpur-482001 Madhya Pradesh

1.	Vice Chancellor Narendra Deva University of Agriculture & Technology, Kumarganj, Faizabad-224229 Uttar Pradesh	22.	Vice Chancellor Navsari Agricultural University, Eru Char Rasta, Dandi Road, Navsari-396450 Gujarat
23.	Vice Chancellor Orissa Univ. of Agriculture & Technology, Siripur Square, Bhubaneshwar- 751003 Odisha	24.	Vice Chancellor Punjab Agricultural University, Ferozepur Road, Ludhiana-141004 Punjab
25.	Vice Chancellor Rajasthan University of Veterinary & Animal Sciences, Vijay Bhawan Palace Complex Nr. Pt. Deen Dayal Circle, Bikaner 334001 Rajasthan	26.	Vice Chancellor Rajmata Vijayaraje Scindia Krishi Vishwa Vidhyalaya, Race Course Road, Gwalior-474002 Madhya Pradesh
27.	Vice Chancellor Sardar Vallabh Bhai Patel Univ. of Agriculture & Technology, NH-58, Roorkee Road, Meerut-250110 Uttar Pradesh	28.	Vice Chancellor Sardarkrushinagar Dantiwada Agricultural University, Sardarkrushinagar, Dantiwada-385506 Gujarat
29.	Vice Chancellor Sher- e- Kashmir Univ. of Agricultural Sciences & Technology of Kashmir, Shalimar Campus, Srinagar 190025 J&K	30.	Vice Chancellor Sri Konda Laxman Telangana State Horticultural University, Administrative Office Rajendra Nagar, Hyderabad-500030 Telangana
31.	Vice Chancellor Sri Karan Narendra Agriculture University, Jobner-303329, Jaipur Rajasthan	32.	Vice Chancellor Swami Keshwanand Rajasthan Agricultural University, Beechal, Bikaner-334006, Rajasthan
33.	Vice Chancellor <i>Dr. Jayalalitha</i> Tamil Nadu Fisheries University, First Line Beach Road, Nagapattinam- 611001- Tamil Nadu	34.	Vice Chancellor University of Agricultural and Horticultural Sciences, Savalanga Road, Shiramogga-577225- Karnataka
35.	Vice Chancellor University of Agricultural Sciences, GKVK Campus, Bangalore-560065 Karnataka	36.	Vice Chancellor V.C.S.G. Uttarakhand University of Horticulture and Forestry, Bharsar-246123 Distt.- Pauri Garhwal, Uttarakhand
37.	Vice Chancellor West Bengal University of Animal & Fishery Sciences, 37 & 68, KB Sarani, Kolkata- 700037-(West Bengal		

**UMBRELLA MEMORANDUM OF UNDERSTANDING BETWEEN ICAR AND
HOST INSTITUTIONS**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE INDIAN COUNCIL OF
AGRICULTURAL RESEARCH AND THE
.....(HOST INSTITUTION) IN
RESPECT OF ALL INDIA COORDINATED RESEARCH PROJECT/ REVOLVING
FUND/ ANY OTHER SUCH SCHEMESANCTIONED BY ICAR.**

The Indian Council of Agricultural Research herein after called "Council" and the
..... herein after called "Host Institution (State
Government/Agricultural University/NGO/ other grantee institutions)" agree to co-operate in
conducting research through All India Coordinated Research Projects (AICRPs) / Revolving
Fund Scheme / and any other such schemes funded/ sanctioned by the Council under various
schemes to the Host Institution from time to time at specified location(s) under the specified
Supervisor/Principal Investigator/Leader of the Host Institution.

In order to achieve the objective set out in the Project within the targeted time, the
Council and the Host Institution agree to follow the following terms and conditions:

(A) Funding by ICAR

ICAR will fund the projects to host Institution for the following components:

1. The grant will not be regarded as a subvention towards the normal work of the State
Agriculture or Animal Husbandry Department or of the University or Institution, but will
be exclusively utilized for the scheme for which it has been sanctioned.
2. Salaries of the scientific, technical, administrative and finance as approved under the
project under 'Grant-in-Aid' Salaries. This may include the revised salary of the staff
taking in to consideration the promotion of staff during the period of the EFC, as
approved by ICAR.
3. Travelling allowances as per the sanctioned financial provision of the project.
4. Budget approved in the project under 'Grant-in-Aid-Capital' and 'Grant-in-Aid-
General' towards meeting of expenditure for procurement of equipments etc. as well as
other recurring expenditures such as Research/ Operational / Administrative expenses.
5. ICAR will restrict the grant for the salaries of the scientific, technical and other staff
provided in the scheme/project, to the specific positions sanctioned in the project, and
difference, if any, on account of their promotion/assessment/financial up-gradation
would be borne by the Host Institution, if not provided in the financial sanction of the
project.
6. Funding in AICRP will be 75:25 between ICAR and Host Institution for the net financial
requirement of AICRP for items from (2) to (4) above. However, keeping in view the
fact the scientific/ technical staff that are engaged in the Project, get promotion/
assessment in a time bound manner, Council will release the fund for their enhanced pay
and allowances, if sanctioned in the EFC and their retention is in the interest of the
project and necessary budgetary allocation is there. For this, it would be imperative to
fix a sunset date for each project.

projects, once the ICAR project attains the sunset date and there will be no financial liability of ICAR on this account thereafter.

(B). Role of Host Institution

- i) The scientific staff provided exclusively for the project at the Council's cost would be utilised exclusively for the project work. However, in exceptional cases, they may be engaged for teaching or guiding research. While doing so, it may be ensured that implementation of the project work should not suffer. Such engagements should in no case be at the cost of the project work and would not exceed 25% of the time of the scientist. In case of any absorption/ termination of services of the project staff after the completion/ termination of the project work, it would be the sole responsibility of the Host Institution and at their full cost.
- ii) To effectively implement the project within six months from the date of the sanction of the project by the council.
- iii) Before a scheme is started and the staff required therefore is appointed, the officer responsible for the administration of the scheme will ensure that the requisite facilities by way of suitable and irrigation and drainage, arrangements for cultivation, animals for experimentation (in the Animal Science Schemes), equipment and apparatus and other related facilities are available at the commencement of scheme and at the appropriate times thereafter.
- iv) Change of Supervisor/ Principal Investigator/ Leader would invariably be avoided. However, in exceptional cases, such changes may be agreed to, only after the approval of the Council.
- v) The Host Institution would ensure the satisfactory progress of work under the project as per the approved technical programme. In the event of unsatisfactory progress of work, the Council would reserve the right to withdraw the sanction of the project with an advance notice of three months.
- vi) To provide skilled and unskilled labour as and when required for the project work and provision of the same be made in the project.
- vii) To provide and allow the project Supervisor/ Principal Investigators/ Leader to interact and exchange scientific materials, techniques, technologies, literature etc., to other Research Centres within the State as well as outside the state and to all others, once specifically asked for by the Council.
- viii) The grantee institution shall give every assistance and cooperation to the project Coordinator (Zonal Coordinator) Technical Project Leaders, etc. to enable them to discharge their function fully and freely. The grantee Institution shall also agree to perform other service, especially in support of the research work under a coordinated research project, such as testing and evaluation of research material findings at the other experimental stations under the control of the grantee institution
- ix) To permit the scientific staffs to attend relevant Workshop, Seminars, Symposium, Conferences, Group Meetings, etc., organized by the Council/ Host Institution as per mandate of the project.
- x) To provide full financial powers to Supervisor/ Principal Investigator/ Leader of the project.
- xi) The final report of the project (with requisite copies) would be submitted to the Council within three months from the date of the closure of the Project and final settlement of accounts would be made within three months (six months from the closure of the project) from the date of the final submission of the accounts and acceptance of the final report. Along with the final report, a note on salient achievements of the project since inception would also be submitted.

- The grantee institution shall also ensure that research work included under the coordinated-projects is not duplicated outside the project at any centre under the jurisdiction of the grantee institution unless special circumstances warrant this and unless the Council gives specific approval.
- xiii) The grant paid by the Council shall be refunded by the State Government/Agriculture University or other grantee institution if and when the grantee concerned discontinues scheme midway on its own or does not follow the detailed technical programme laid down and approved by the Council.
- xiv) The members of staff on the research projects/schemes will for all practical purposes be treated as employees of the grantee institution, form part of the approved cadres thereof and will be subject to the administrative control of that institution. In case of coordinated research project, the Project Coordinator and other staff of the coordinating unit of the project will be recruited by the Council while the other staff employed in the project/centre in a grantee institution shall be appointed by the institution according to the respective recruitment rules but conforming to the minimum qualifications laid down by the Council.
- xv) Before a scheme is started and the staff required therefore is appointed, the officer responsible for the administration of the scheme will ensure that the requisite facilities by way of suitable and irrigation etc. arrangements for cultivation, animals for experimentation (in the Animal Science Schemes), equipment and apparatus are available at the commencement of scheme and at the appropriate times thereafter.
- xvi) The staff on the project/scheme should be chosen by selection and the normal recruitment rules and procedures applicable to the grantee institutions may be followed. In case of recruitment of staff, for all positions corresponding in status to Class II and above, the Council shall have the right to nominate its representative to assist the Selection Committee. In order to avoid unnecessary correspondence, such requests for nomination of representative of the Council should be sent to the Council at least a month in advance and the week in which the Selection Committee is likely to meet should invariably be indicated.
- xvii) A scheme may not be considered as having been started from the stand-point of incurring of expenditure unless the senior scientific staff provided is recruited and is in position within six months, or alternatively, unless a senior officer of the State Department of Agriculture/University concerned takes in writing, the personal responsibility for guiding the work under the scheme at least till the senior scientific staff under the scheme comes into position. As far as possible, the necessary important equipments, apparatus, etc. should be available at the time the staff on the Project/Scheme is appointed.
- xviii) The State Government/Agricultural University/Other grantee institution shall ensure that if the officer-in-charge of the scheme leaves the scheme to take up any other employment during the currency of the scheme, he invariably leaves behind a report on the work done by him for the relevant period and all data and connected physical or biological materials to enable his successor or to compile a complete report at the end of the year.
- xix) The institution(s) operating the ICAR scheme shall be required to submit to the Council a fiscal and technical report in September and March of each year on the prescribed proforma. In the case of All-India Coordinated Research Projects, the report should be sent to the Project Coordinator in August and February, with a copy to the Council so as to enable the Coordinator to send the consolidated report by September/March of each year. The annual report on the work done during each year and a final report on the termination of the scheme/project with the requisite number of printed copies thereof should be submitted to the Council. The final reports must be received in the Council within three months of the termination of the Scheme. No

report. The remittance of funds for the scheme/project will be withheld by the Council in the event of annual progress reports of the scheme not being received by the Council on the prescribed date and also in case they are found to be un-satisfactory.

(C). Financial and Accounting Procedures

1. Release of funds to the Host Institution as per the schedule specified here after subject to the satisfactory progress report(s) of the project work.
2. The grant releases would be made as per the provisions of following GFR 212(1) Rules and amendments made to it from time to time.

In respect of non-recurring grants to an Institution or Organisation, a certificate of actual utilization of the grants received for the purpose for which it was sanctioned in Form GFR 19-A, should be insisted upon in the order sanctioning the grants-in-aid. The Utilization Certificate in respect of grants referred to in Rule 209 (6) should also disclose whether the specified, quantified and qualitative targets that should have been reached against the amount utilised, were in fact reached, and if not, the reasons therefor. They should contain an output based performance assessment instead of input based performance assessment. The Utilization Certificate should be submitted within twelve months of the closure of the financial year by the Institution or Organisation concerned. Receipt of such certificate shall be scrutinised by the Ministry or Department concerned. Where such certificate is not received from the grantee within the prescribed time, the Ministry or Department will be at liberty to blacklist such Institution or Organisation from any future grant, subsidy or other type of financial support from the Government. This fact should also be put on the website referred to in the Note under Rule 209 (1) above. In respect of recurring grants, Ministry or Department concerned should release any amount sanctioned for the subsequent financial year only after Utilization Certificate in respect of grants of preceding financial year is submitted. Release of grants-in-aid in excess of fifty per cent of the total amount sanctioned for the subsequent financial year shall be done only after the annual audited statement relating to grants-in-aid released in the preceding year are submitted to the satisfaction of the Ministry/Department concerned. Reports submitted by the Internal Audit parties of the Ministry or Department and inspection reports received from Indian Audit and Accounts Department and the performance reports if any received for the third and fourth quarter in the year should also be looked into while sanctioning further grants.

3. While releasing grant for the second year and onwards to the sanctioned budget, ICAR would adjust the unspent balance of the previous year, if the same is not refunded.
4. The Host Institution will maintain one bank accounts(s) for all the ICAR funded schemes sanctioned by the Council, however, separate ledgers and accounts be maintained for each ICAR funded schemes.

first instalment of grants would be released by the Council within one month from the date of the issue of the sanction. The release of second and subsequent instalments would depend on the request made and receipt of accounts (UC/AUC) in the council and on satisfactory half yearly and annual progress reports received, assessed and certified.

6. Audit Mechanism:

- a. **Internal Audit:** The books of accounts and other records of the Host Institution would be open for Internal Audit by ICAR/ agency empanelled by ICAR for conduct of Internal Audit.
- b. **External Audit:** The expenditure incurred from the grant will be audited by the Statutory Auditors viz. Zonal Office of Director General of Audit/ Principal Director of Audit (Central Expenditure/ Central Revenue). Till such time the audit is conducted by the Statutory Auditors, the audit may be got conducted from CA firms and AUC provided to the Council for release of funds. Funds up to 75% of the budget provision in a year can be released on the basis of UC to be issued by Comptroller of the SAU. However, funds beyond 75% would be released only on receipt of Audited Utilization Certificate (UC/ AUC) for the previous year issued by CA firms/ Statutory Auditors as the case may be. Format of AUC is enclosed (Annexure-I).

(D). Physical Assets and Immovable/ movable property

1. The immovable/movable property, such as vehicle/ equipment/ implement/ farm machinery etc. purchased at the cost of the Council would be the sole property of the Council. However, depending on its utility in the Host Institution and commensurate with the value, vision and promotional goal of the Council for further research, the same may be allowed by the Council on request to be retained by the Host Institution even after the termination of the project after obtaining approval of ICAR may be obtained.
2. In case of Centre run by NGO, the non-recurring items purchased under the AICRP/ AINP granted by ICAR will have to be returned to the Council after the termination of the project. In case approval for shifting is obtained from ICAR, then proper stock accounts should be maintained and inventory list of equipment purchased out of the grant paid by the Council should be sent to the Council immediately after the closure of the financial year.
3. The equipment and apparatus, if any, purchased out of the grant given by the Council from time to time shall remain the property of the Council. In case approval for shifting is obtained from ICAR, then proper stock accounts should be maintained and inventory list of equipment purchased out of the grant paid by the Council should be sent to the Council immediately after the close of the financial year.
4. The Stock Register maintained for the purpose should be shown to the auditors for applying the necessary check with reference to the grant paid by the Council. Equipments such as air-conditioners, refrigerators exhaust fans, furniture, steel almirahs, type-writers etc., should not be purchased out of Council's grant unless specially sanctioned by the Council as an item of expenditure.

The grantee may take over at the end of the Scheme:-

- (a) Consumable stores at their cost price and
- (b) Equipments at their depreciated cost

The value of consumable stores and equipments arrived at on the above basis should be communicated to the council within a month after the termination of the scheme.

- i) In the case of All-India Coordinated Crop Improvement Projects, in which Central Research Institutes, Agricultural universities and State Departments of Agriculture participate co-operatively, the Central Variety Release Committee will be the only authority for officially approving the release of variety/hybrid, developed under the co-ordinated project, for cultivation in more than one state. However for cultivation in a single State, it may be proposed to SVRC of respective states after taking permission from AICRP.
- ii) The nucleus seeds/seeds of parental lines, etc. of the OPV varieties/hybrids developed under the All India Coordinated Crop Improvement Projects may be produced by the Host and the co-operating institution(s) and distributed within the country or abroad in accordance with the directions which may issue from the Council from time to time. The overall responsibility for the production & distribution of the nucleus seed will be responsibility of the host institute.
- iii) The material of any further experimental use produced/ developed under the project would be available for research within the Host Institution and in the National Agricultural Research system in the country. However, the produce in excess of the research requirements would be disposed of by the Host Institution in the manner it deems fit and sale proceeds would be credited to its account(s).
- iv) Institutions or scientists participating in the All India Coordinated Crop Improvement Projects shall not give premature publicity through the medium of the Press, radio, television or any other medium, about the new varieties or plant materials until these are approved by the concerned workshop and subsequently by the Central Variety Release Committee.
- v) In the case of plant breeding schemes, a nucleus seed (seeds of highest level of purity) will be maintained at the Station where work is carried out. The grantee will make available to the ICAR all seed stocks, foundation seeds, microbial cultures as well as animals in animal husbandry programmes, for free interchange with other cooperating institutions/stations within the country. The State Government/Agricultural University/ other grantee institution will allow direct exchange of seed and also permit direct correspondence between the institutions participating in the scheme/project. Due recognition will be given to the originator of strains/varieties, or to results of research when they are found to be scientifically usefully sound or worth publishing for extension purposes following highest level of scientific ethics.
- vi) Exchange of research material (plant, animal, microbe, soil samples, etc.) with agencies, institutions, and individuals outside India, either for experimental or commercial purposes, shall be channelled solely through the Project Coordinator in the case of Coordinated Research projects, or through the Indian Council of Agricultural Research in the case of other schemes. The Project Coordinator, or the Council as the case may be, will route the material through the Director, NBPGR/Bureaus. In any event the law of the land including Biological Diversity Act/rules and guidelines of National Biodiversity Authority of India need to be followed with utmost care.
- vii) In case of the requirement by the partnering Institution, the Host Institute shall be bound to share the requested material.

The following procedure shall be followed for the utilization of the data collected in the schemes by Research Workers (including Research Scholars) for obtaining higher degrees or diplomas:

- i) Every incentive should be given to research workers for obtaining higher degrees through their research work, provided there is no deviation from the programme of work approved for them.
- ii) Prior approval of the Council should be obtained before permission is granted to a research worker to utilise the data collected by him during his work in a scheme for submitting a thesis for higher degrees.
- iii) In order to avoid rival claims in the case of schemes wherein several research workers work as a group, a certificate should be furnished to the Council by the Officer-in-charge of the scheme to the effect that the worker who is proposing to utilize the data is the best one to do so from amongst them. While doing so Officer-in-charge need to observe that the highest level of scientific ethics is followed.
- iv) Before a thesis is submitted to a University or Institution for the award of a degree or diploma, either the thesis or a synopsis thereof (with appendix of the unpublished material) should in the first instance, be submitted to the Council with a certificate from the Officer-in-Charge of the scheme regarding the suitability of the thesis for the purpose of obtaining higher degree or diploma.
- v) No thesis or synopsis should be submitted by a Research worker to a University or Institution before the necessary permission thereof has been granted by the Council.
- vi) The acknowledgment of the help rendered by the Council in carrying out the investigations should be made in the thesis by the Research Workers.
- vii) The Officer who supervises a scheme cannot claim the research work as his own or utilise the results thereof for obtaining higher degrees or diplomas. He need to observe the highest level of scientific ethics.

(G). Timely Submission of Annual & Completion Reports

An annual report on the work done during each year and a final report on the completion of the scheme/project with the requisite number of printed or cyclostyled copies thereof should be submitted to the Council. The final reports must be received in the Council within three months of the closure of the Scheme. No extension of the scheme will be granted for the purpose of writing up of the final report. The remittance of funds for the scheme/project will be withheld by the Council in the event of annual progress reports of the scheme not being received by the Council on the prescribed date and also in case they are found to be un-satisfactory.

(H). Revenue Generation

The revenue generated from the projects/ programmes may be distributed in the ratio of ICAR (75%) and Host Institution (25%) in case of AICRP and AINP projects and 100% (ICAR) in other projects. Revenue generated in the project may either be refunded to ICAR or be adjusted in the next year's release. In case, the revenue is earned in the preceding year of the project, such revenue would invariably be refunded to the ICAR by the Host Institution.

- i) The Council will have the right to publish the results of the investigations in its own journals before they are published elsewhere. Permission may, however, be accorded by the Council at the discretion of the Director General, ICAR for publication elsewhere, due acknowledgement being made in such cases to the Council. Publications may be joint, or independent, as may be agreed upon between the research workers and the project Coordinator in consultation with the Deputy Director General, ICAR and the Director of Agriculture Research of the State/University concerned. However the authorship(s) of publication(s) will be as per the highest level of ethics followed globally.
- ii) The Council, shall have the right to own the IPRs/ patents in respect of the inventions/discoveries made under the scheme/project. The income from premium and royalties accruing to the Council from the commercialization of patents shall be shared between the Council and the inventor/inventors concerned in the ratio of 40 percent to the Council and 60 per cent to the inventors.

(J). Intellectual Property Rights and their management:

In the existing and likely Intellectual Property Regime, techniques, technologies, materials etc. developed/ refined of any immediate or likely commercial value would be the joint property of the Council and the Host Institution. However, the Intellectual property claims/formalities would be filed/made by the Host Institution. For this purpose, view of the ADG (IP & TM), ICAR shall be obtained through the concerned Project Coordinator. The Scientific data /biological material generated from the scheme shall be documented/stored and shall be made available to the Council by the grantee Institute on demand.

(K). VALIDITY/ TERMINATION:

The State Government/Agricultural University/other grantee institution shall ensure that all available specimen including cultures collected for research during the operation of the scheme are handed over by the Officer-in-Charge of the scheme to a responsible Central/State/ICAR officer or an officer of a Central Research Institute nominated for the purpose by the Council, for preservation and future study.

In case of any dispute arising between the Council and the Host Institution, the same shall be referred to the sole arbitrator to be appointed by the Council. The decision of the sole arbitrator so appointed shall be final and binding on both the parties.

This Memorandum of Understanding shall become effective from _____ and would terminate only after a three months' advance notice given by either of the parties i.e. the Council and the Host Institution.

Signature
Host Institution

Signature
Indian Council of Agricultural Research

State Govt.

Form of Utilization Certificate & Audit Utilization Certificate

S.No.	Letter No. and Date	Amount

1. Certified that the out of Rs. _____ sanctioned during the year _____ in favour of _____ under this Ministry/Department letter No. given in the margin and Rs _____ on account of unspent balance of the previous year, a sum of Rs. _____ has been Utilized for the purpose of _____ Remaining unutilized at the end of the year has been surrendered (vide No. _____, dated _____)/will be adjusted (to be payable the next year)

2. Certified that I have satisfied myself that the condition on which the expenditure was made have duly fulfilled/are being fulfilled and that I have exercised the following check to see that the money was actually utilized for the purpose for which it was sanctioned.

Kinds of checks exercised

1

2

Table 1: Showing the details of receipt and expenditure

					Figure (in Rupees)
Opening balance as on 1 st April	Remittance received	Total Revenue Generation	ICAR Share of Revenue Generation	ICAR share of Expenditure during the year	Closing balance as on 31 st March (Grants+Revenue)
1	2	3	4	5	6 (1+2+4-5)

The remittance as indicated in col. No.2 are as per ICAR's letter No. _____ dated _____.

Table 2: Showing the head wise details of expenditure

Figure (in Rupees)

Details of Expenditure				
Head	Allocation for the year	ICAR share of Expenditure 75%	State share 25%	Total Expenditure
1	2	3	4	5
Grant in Aid –Capital				
1.Equipment				
2.Works				
3.Vehicle				
4.Furniture & Fixtures				
5.Books & Journals				
B.Grant in Aid – Salaries				
1.Pay & Allowances				
C.Grant in Aid – General				
1.T.A.				
2.Research & Operational Expenses				
3.Administrative Expenses				
4.Misc. expenses including HRD				
Total (A + B +C)				

The figure in col. No.2 may be shown as communicated by Project Coordinator under Annual Plan for the year.

Signature _____

Designation _____

Date _____

speed post

SPEED POST



INDIAN COUNCIL OF AGRICULTURAL RESEARCH
KRISHI BHAWAN, NEW DELHI-110001

F.No. 8(31)/2019-Cdn. Tech.

Dated the 23 February, 2021.

To

Dr. Gajendra Singh ,
Director Research,
Acharya Narendra Deva University of
Agriculture & Technology,
Kumarganj, Ayodhya,
224229- (U.P)

Subject: Umbrella MoU between ICAR and Host Institutions-
Acharya Narendra Deva University of Agriculture &
Technology, Kumarganj, Ayodhaya , U.P – reg.

Sir,

Please refer to Your letter No. 467/DR/2020 dated 15/10/20 on the above mentioned subject. A copy of the Umbrella MoU duly signed is enclosed herewith for your records please.

Thanking You,

Yours faithfully,

(S.P. KIMOTHI)

Asstt. Dir. General (Coord.)

Tele. 23073124

Encl. As Above.

Swikrupan
1/3/21

UMBRELLA MEMORANDUM OF UNDERSTANDING BETWEEN ICAR AND HOST INSTITUTIONS

MEMORANDUM OF UNDERSTANDING BETWEEN THE INDIAN COUNCIL OF AGRICULTURAL RESEARCH AND THE Acharya Narendra Deva University of Agricultural & Technology, Kumarganj, Ayodhya (HOST INSTITUTION) IN RESPECT OF ALL INDIA COORDINATED RESEARCH PROJECT/REVOLVING FUND/ANY OTHER SUCH SCHEME SANCTIONED BY ICAR.

The Indian Council of Agricultural Research herein after called "Council" and the Acharya Narendra Deva University of Agricultural & Technology, Kumarganj, Ayodhya herein after called "Host Institution (State Government/Agricultural University/NGO/other grantee institutions)" agree to co-operate in conducting research through All India Coordinated Research Projects (AICRPs)/ Revolving Fund Scheme/ and any other such schemes funded/sanctioned by the Council under various schemes to the Host Institution from time to time at specified location(s) under the specified Supervisor/Principal Investigator/Leader of the Host Institution.

In order to achieve the objective set out in the Project within the targeted time, the Council and the Host Institution agree to follow the following terms and conditions:

(A) Funding by ICAR

ICAR will fund the projects to host Institution for the following component:


1. The grant will not be regarded as a subvention towards the normal work of the State Agriculture or Animal Husbandry Department or of the University or Institution, but will be exclusively utilized for the scheme for which it has been sanctioned.
2. Salaries of the scientific, technical, administrative and finance as approved under the project under "Grant-in-Aid" Salaries. This may include the revised salary of the staff taking in to consideration the promotion of staff during the period of the EFC, as approved by ICAR.
3. Travelling allowances as per the sanctioned financial provision of the project.
4. Budget approved in the project under "Grant-in-Aid-Capital and "Grant-in-Aid-General" towards meeting of expenditure for procurement of equipments etc. as well as other recurring expenditures such as Research/Operational/Administrative expenses.
5. ICAR will restrict the grant for the salaries of the scientific, technical and other staff provided in the scheme/project, to the specific positions sanctioned in the project, and difference, if any, on account of their promotion/assessment/financial up-gradation would be borne by the Host Institution, if not provided in the financial sanction of the project.
6. Funding in AICRP will be 75:25 between ICAR and Host Institution for the net financial requirement of AICRP for items from (2) to (4) above. However, keeping in view the fact the scientific/technical staff that are engaged in the project, get



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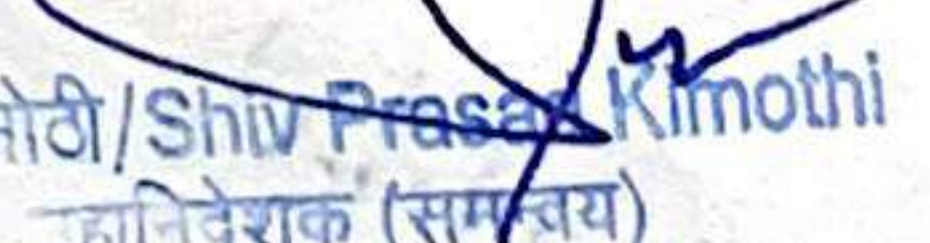
promotion/assessment in a time bound manner, Council will release the fund for their enhanced pay and allowances, if sanctioned in the EFC and their retention is in the interest of the project and necessary budgetary allocation is there. For this, it would be imperative to fix a sunset date for each project.

7. The staff engaged in the projects may be adjusted by the Host Institution in their other projects, once the ICAR project attains the sunset date and there will no financial liability of ICAR on the account thereafter.

(B) Role of Host Institution

- i) The scientific staff provided exclusively for the project at the Council's cost would be utilised exclusively for the project work. However, in exceptional cases, they may be engaged for teaching or guiding research. While doing so, it may be ensured that implementation of the project work should not suffer. Such engagements should in no case be at the cost of the project work and would not exceed 25% of the time of the scientist. In case of any absorption/termination of services of the project staff after the completion/termination of the project work, it would be the sole responsibility of the Host Institution and at their full cost.
- ii) To effectively implement the project within six months from the date of the sanction of the project by the council.
- iii) Before a scheme is started and the staff required therefore is appointed, the officer responsible for the administration of the scheme will ensure that the requisite facilities by way of suitable and irrigation and drainage, arrangements for cultivation, animals for experimentation (in the Animal Science Schemes), equipment and apparatus and other related facilities are available at the commencement of scheme and at the appropriate times thereafter.
- iv) Change of Supervisor/Principal Investigator/Leader would invariably be avoided. However, in exceptional cases, such changes may be agreed to, only after the approval of the Council.
- v) The Host Institution would ensure the satisfactory progress of work under the project as per the approved technical programme. In the event of unsatisfactory progress of work, the Council would reserve the right to withdraw the sanction of the project with as advance notice of three months.
- vi) To provide skilled and unskilled labour as and when required for the project work and provision of the same be made in the project.
- vii) To provide and allow the project Supervisor/Principal Investigators/Leader to interact and exchange scientific materials, techniques, technologies/ literature etc., to other Research Centres within the State as well as outside the state and to all others, once specifically asked for by the Council.
- viii) The grantee institution shall give every assistance and cooperation to the project Coordinator (Zonal Coordinator) Technical Project Leader, etc. to enable them to discharge their function fully and freely. The grantee Institution shall also agree to perform other service, especially in support of the research work under a coordinated research project, such as testing and evaluation of research material findings at the other experimental stations under the control of the grantee institution.


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Asstt. Director General (Coordination)
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- ix) To permit the scientific staffs to attend relevant Workshop, Seminars, Symposium, Conferences, Group Meetings, etc. organized by the Council/Host Institution as per mandate of the project.
- x) To provide full financial powers to Supervisor/Principal Investigator/Leader of the project.
- xi) The final report of the project (with requisite copies) would be submitted to the Council within three months from the date of the closure of the Project and final settlement of accounts would be made within three months (six months from the closure of the project) from the date of the final submission of the accounts and acceptance of the final report. Along with the final report, a note on salient achievements of the project since inception would also be submitted.
- xii) The grantee institution shall also ensure that research work included under the coordinated-projects is not duplicated outside the project at any ^{center} under the jurisdiction of the grantee institution unless special circumstances warrant this and unless the Council gives specific approval.
- xiii) The grant paid by the Council shall be refunded by the State Government/Agriculture University or other grantee institution if and when the grantee concerned discontinues scheme midway on its own or does not follow the detailed technical programme laid down and approved by the council.
- xiv) The members of staff on the research project/schemes will for all practical purposes be treated as employees of the grantee institution, form part of the approved cadres thereof and will be subject to the administrative control of that institution. In case of coordinated research project, the Project Coordinator and other staff of the coordinating unit of the project will be recruited by the Council while the other staff employed in the project/centre in a grantee institution shall be appointed by the institution according to the respective recruitment rules but conforming to the minimum qualifications laid down by the Council.
- xv) Before a scheme is started and the staff required therefore is appointed, the officer responsible for the administrative of the scheme will ensure that the requisite facilities by way of suitable and irrigation etc. arrangements for cultivation, animals for experimentation (in the Animal Science Schemes), equipment and apparatus are available at the commencement of scheme and at the appropriate times thereafter.
- xvi) The staff on the project/scheme should be chosen by selection and the normal recruitment rules and procedures applicable to the grantee institutions may be followed. In case of recruitment of staff, for all positions corresponding in status to Class II and above, the Council shall have the right to nominate its representative to assist the Selection Committee. In order to avoid unnecessary correspondence, such requests for nomination of representative of the Council should be sent to the Council at least a month in advance and the week in which the Selection Committee is likely to meet should invariably be indicated.
- xvii) A scheme may not be considered as having been started from the stand-point of incurring of expenditure unless the senior scientific staff provided is recruited and is in position within six months, or alternatively, unless a senior officer of the State Department of Agriculture/University concerned takes in writing, the personal responsibility for guiding the work under the scheme at least till the



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senior scientific staff under the scheme comes into position. As far as possible, the necessary important equipments, apparatus, etc. should be available at the time the staff on the Project/Scheme is appointed.


- xviii) The State Government/Agricultural University/Other grantee institution shall ensure that if the officer-in-charge of the scheme leaves the scheme to take up any other employment during the currency of the scheme, he invariably leaves behind a report on the work done by him for the relevant period and all data and connected physical or biological materials to enable his successor or to compile a complete report at the end of the year.
- xix) The institution(s) operating the ICAR scheme shall be required to submit to the Council a fiscal and technical report in September and March of each year on the prescribed proforma. In the case of All-India Coordinated Research Projects the report should be sent to the Project Coordinator in August and February, with a copy to the Council so as to enable the Coordinator to send the consolidated report by September/March of each year. The annual report on the work done during each year and a final report on the termination of the scheme/project with the requisite number of printed copies thereof should be submitted to the Council. The final reports must be received in the Council within three months of the termination of the Scheme. No extension of the scheme will be granted for the purpose of writing up of the final report. The remittance of funds for the scheme/project will be withheld by the Council in the event of annual progress reports of the scheme not being received by the Council on the prescribed date and also in case they are found to be un-satisfactory.

(C) Financial and Accounting Procedures :

1. Release of funds to the Host Institution as per the schedule specified here after subject to the satisfactory progress report(s) of the project work.
2. The grant releases would be made as per the provisions of following GFR 212(1) Rules and amendments made to it from time to time.

In respect of non-recurring grants to an Institution or Organisation, a certificate of actual utilization of the grants received for the purpose for which it was sanctioned in Form GFR 19-A, should be insisted upon in the order sanctioning the grants-in-aid. The Utilization Certificate in respect of grants referred to in Rule 209 (6) should also disclose whether the specified, quantified and qualitative target that should have been reached against the amount utilised, were in fact reached, and if not, the reasons therefore. They should contain as output based performance assessment instead of input based performance assessment. The Utilization Certificate should be submitted within twelve months of the closure of the financial year by the Institution or Organisation concerned. Receipt of such certificate shall be scrutinised by the Ministry or Department concerned. Where such certificate is not received from the grantee within prescribed time, the Ministry or Department will be at liberty to blacklist such Institution or Organisation from any future grant, subsidy or other type of financial support from the Government. This fact should also be put on the website referred to in


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the Note under Rule 209(1) above. In respect of recurring grants, Ministry or Department concerned should release any amount sanctioned for the subsequent financial year only after Utilization Certificate in respect of grants of preceding financial year is submitted. Release of grants-in-aid in excess of fifty percent of the total amount sanctioned for the subsequent financial year shall be done only after the annual audited statement relating to grants-in-aid released in the preceding year are submitted to the satisfaction of the Ministry/Department concerned. Reports submitted by the internal Audit parties of the Ministry or Department and inspection reports received from Indian Audit and Accounts Department and the performance reports if any received for the third and fourth quarter in the year should also be looked into while sanctioning further grants.


3. While releasing grant for the second year and onwards to the sanctioned budget, ICAR would adjust the unspent balance of the previous year, if the same is not refunded.
4. The Host Institution will maintain one bank account(s) for all the ICAR funded schemes sanctioned by the Council, however, separate ledgers and accounts be maintained for each ICAR funded schemes.
5. The grants would be released quarterly (as per approved MEP of ICAR by MOF). The first installments of grants would be released by the Council within one month from the date of issue of the sanction. The release of second and subsequent installments would depend on the request made and receipt of accounts (UC/AUC) in the council and on satisfactory half yearly and annual progress reports received, assessed and certified.


6. Audit Mechanism :

- a. **Internal Audit :** The books of account and other records of the Host Institution would be open for Internal Audit by ICAR/agency empanelled by ICAR for conduct of Internal Audit.
- b. **External Audit :** The expenditure incurred from the grant will be audited by the Statutory Auditors viz. Zonal Office of Director General of Audit/Principal Director of Audit (Central Expenditure/Central Revenue). Till such time the audit is conducted by the Statutory Auditors, the audit may be got conducted from CA firms and AUC provided to the Council for release of funds. Funds up to 75% of the budget provision in a year can be released on the basis of UC to be issued by Comptroller of the SAU. However, funds beyond 75% would be released only on receipt of Audited Utilization Certificate (UC/AUC) for the previous year issued by CA firms/Statutory Auditors as the case may be. Format of AUC is enclosed (Annexure-I).

D. Physical Assets and Immovable/movable property :

1. The immovable/movable property, such as vehicle/equipment/implement/farm machinery etc. purchased at the cost of the Council would be the sole property of the Council. However, depending on its utility in the Host Institution and commensurate with the value, vision and promotional goal of the Council for


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- further research, the same may be allowed by the Council on request to be retained by the Host Institution even after the termination of the project after obtaining approval of ICAR may be obtained.
2. In case of Centre run by NGO, the non-recurring items purchased under the AICRP/AINP granted by ICAR will have to be returned to the Council after the termination of the project. In case approval for shifting is obtained from ICAR, then proper stock accounts should be maintained and inventory list of equipment purchased out of the grant paid by the Council should be sent to the Council immediately after the closure of the financial year.
 3. The equipment and apparatus, if any, purchased out of the grant given by the Council from time to time shall remain the property of the Council. In case approval for shifting is obtained from ICAR, then proper stock accounts should be maintained and inventory list of equipment purchased out of the grant paid by the Council should be sent to the Council immediately after the close of the financial year.
 4. The Stock Register maintained for the purpose should be shown to the auditors for applying the necessary check with reference to the grant paid by the Council. Equipments such as air-conditioners, refrigerators exhaust fans, furniture, steel almirahs, type-writers etc., should not be purchased out of Council's grant unless specially sanctioned by the Council as an item of expenditure.

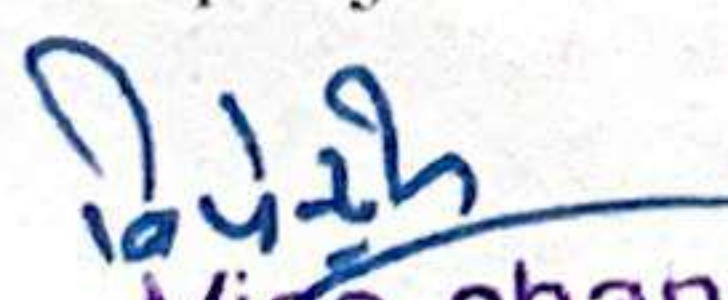
The grantee may take over at the end of the Scheme :

- (a) Consumable stores at their cost price and
- (b) Equipments at their depreciated cost

The value of consumable stores and equipments arrived at on the above basis should be communicated to the council within a month after the termination of the scheme.

(E) Development, Evaluation and Distribution of Genetic Materials :

- (i) In the case of All India Coordinated Crop Improvement Projects, in which Central Research Institutes, Agricultural universities and State Departments of Agriculture participate co-operatively, the Central Variety Research Committee will be the only authority for officially approving the release of variety/hybrid, developed under the co-ordinated project, for cultivation in more than one state. However, for cultivation in a single State, it may be proposed of SVRC of respective states after taking permission from AICRP.
- (ii) The nucleus seeds/seeds of parental lines, etc. of the OPV varieties/hybrids developed under the All India Coordinated Crop Improvement Projects may be produced by the Host and the co-operating institution(s) and distributed within the country or abroad in accordance with the directions which may issue from the Council from time to time. The overall responsibility for the production & distribution of the nucleus seed will be responsibility of the host institute.
- (iii) The material of any further experimental use produced/developed under the project would be available for research within the Host Institution and in the


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- National Agricultural Research system in the country. However, the produce in excess of the research requirements would be disposed of by the Host Institution in the manner it deems fit and sale proceeds would be credited to its account(s).
- (iv) Institutions or scientists participating in the All India Coordinated Crop Improvement Projects shall not give premature publicity through the medium of the Press, radio, television or any other medium, about the new varieties or plant materials until these are approved by the concerned workshop and subsequently by the Central Variety Release Committee.
- (v) In the case of plant breeding schemes, a nucleus seed (seeds of highest level of purity) will be maintained at the Station where work is carried out. The grantee will make available to the ICAR all seed stocks, foundation seeds, microbial cultures as well as animals in animal husbandry programmes, for free interchange with other cooperating institutions/stations within the country. The State Government /Agricultural University/other grantee Institution will allow direct exchange of seed also permit direct correspondence between the institutions participating in the scheme/project. Due recognition will be given to the originator of strains/varieties, or to results of research when they are found to be scientifically usefully sound or worth, publishing for extension purposes following highest level of scientific ethics.
- (vi) Exchange of research material (plant, animal microbe, soil samples, etc.) with agencies, institutions, and individuals outside India, either for experimental or commercial purposes, shall be channelled solely through the Project Coordinator in the case of Coordinated Research projects, or through the Indian Council of Agricultural Research in the case of other schemes. The Project Coordinator, or the Council as the case may be, will route the material through the Director, NBPGR/Bureaus. In any event the law of the land including Biological Diversity Act/rules and guidelines of National Biodiversity Authority of India need to be followed with utmost care.
- (vii) In case of the requirement by the partnering Institution, the Host Institute shall be bound to share the requested material.

(F) Higher education by research workers and data management :

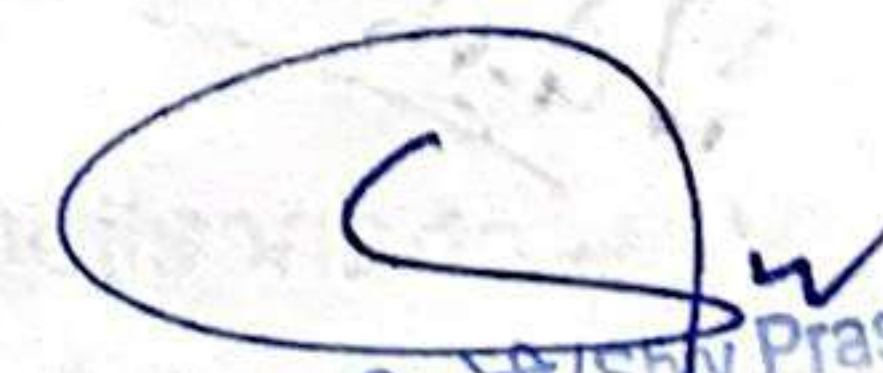
The following procedures shall be followed for the utilization of the data collected in the schemes by Research Workers (including Research Scholars) for obtaining higher degree or diplomas :

- (i) Every incentive should be given to research workers for obtaining higher degrees through their research work, provided there is no deviation from the programme of work approved for them.
- (ii) Prior approval of the Council should be obtained before permission is granted to a research worker to utilise the data collected by him during his work in a scheme for submitting a thesis for higher degrees.
- (iii) In order to avoid rival claims in the case of schemes wherein several research workers work as a group, a certificate should be furnished to the Council by the Officer-in-charge of the scheme to the effect that the worker



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who is proposing to utilize the data is the best one to do so from amongst them. While doing so Officer-in-charge need to observe that the highest level of scientific ethics is followed.

- (iv) Before a thesis is submitted to a University or Institution for the award of a degree or diploma, either the thesis or a synopsis thereof (with appendix of the unpublished material) should in the first instance, be submitted to the Council with a certificate from the Officer-in-charge of the scheme regarding the suitability of the thesis for the purpose of obtaining higher degree or diploma.
- (v) No thesis or synopsis should be submitted by a Research worker to a University or Institution before the necessary permission thereof has been granted by the Council.
- (vi) The acknowledgment of the help rendered by the Council in carrying out the investigations should be made in the thesis by the Research Workers.
- (vii) The Officer who supervises a scheme cannot claim the research work as his own or utilise the results thereof for obtaining higher degrees or diplomas. He need to observe the highest level of scientific ethics.

(G) Timely Submission of Annual & Completion Reports :

An annual report on the work done during each year and a final report on the completion of the scheme/project with the requisite number of printed or cyclostyled copies thereof should be submitted to the Council. The final reports must be received in the Council within three months of the closure of the Scheme. No extension of the scheme will be granted for the purpose of writing up of the final report. The remittance of funds for the scheme/project will be withheld by the Council in the event of annual progress reports of the scheme not being received by the Council on the prescribed date and also in case they are found to be un-satisfactory.

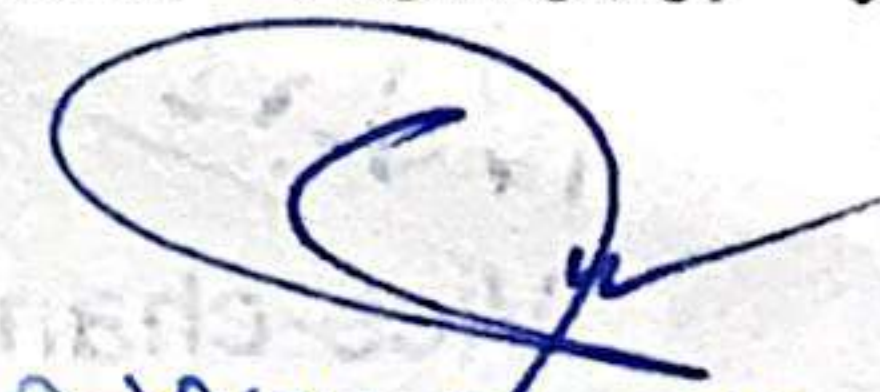
(H) Revenue Generation :

The revenue generated from the projects/programmes may be distributed in the ratio of ICAR (75%) and Host Institution (25%) in case of AICRP and AINP projects and 100% (ICAR) in other projects. Revenue generated in the project may either be refunded to ICAR or be adjusted in the next year's release. In case, the revenue is earned in the preceding year of the project, such revenue would invariably be refunded to the ICAR by the Host Institution.

(I) Credit Sharing to ICAR :

- i) The Council will have the right to publish the results of the investigations in its own journals before they are published elsewhere. Permission may, however, be accorded by the Council at the discretion of the Director General, ICAR for publication elsewhere, due acknowledgement being made in such cases to the Council. Publications may be joint, or independent, as may be agreed upon between the research workers and the Project Coordinator in consultation with the Deputy Director General, ICAR and the Director of Agriculture Research of the State/University concerned. However the


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authorship(s) of publication(s) will be as per the highest level of ethics followed globally.

- ii) The Council, shall have the right to own the IPRs/patents in respect of the inventions/discoveries made under the scheme/project. The income from premium and royalties accruing to the Council from the commercialization of patents shall be shared between the Council and the inventor/inventors concerned in the ratio of 40 percent to the Council and 60 per cent to the inventors.

(J) Intellectual Property Rights and their Management :

In the existing and likely Intellectual Property Regime, techniques, technologies, materials etc. developed/refined of any immediate or likely commercial value would be the joint property of the Council and the Host Institution. However, the Intellectual property claims/formalities would be filed/made by the Host Institution. For this purpose, view of the ADG (IP & TM), ICAR shall be obtained through the concerned Project Coordinator. The Scientific data /biological material generated from the scheme shall be documented/stored and be made available to the Council by the grantee Institute on demand.

(K) Validity/Termination :

The State Government/Agricultural University/other grantee institution shall ensure that all available specimen including cultures collected for research during the operation of the scheme are handed over by the Officer-in-Charge of the scheme to a responsible Central/State/ICAR officer or an officer of a Central Research Institute nominated for the purpose by the Council, for preservation and future study.

In case of any dispute arising between the Council and the Host Institution, the same shall be referred to the sole arbitrator to be appointed by the Council. The decision of the sole arbitrator so appointed shall be final and binding on both the parties.

The Memorandum of Understanding shall become effective from 23/1/2021 and would terminate only after a three months' advance notice given by either of the parties i.e. the Council and the Host Institution.

Signature

Host Institution

Vice-chancellor

A N D Univ of Agric. & Tech

Kumarganj, Ayodhya (U P)

Signature

Indian Council of Agricultural Research

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Krishi Bhawan, New Delhi-110001

Form of Utilization Certificate & Audit Utilization Certificate

S.No.	Letter No. and Date	Amount

1. Certified that the out of Rs..... sanctioned during the year to favour of under the Ministry/Department letter No. given in the margin and Rs..... on account of unspent balance of the previous year, a sum of Rs..... has been Utilized for the purpose of Remaining unutilized at the end of the year has been surrendered (vide No..... dated.....) /will be adjusted (to be payable the next year).
2. Certified that I have satisfied myself that the condition on which the expenditure was made have duly fulfilled/are being fulfilled and that I have exercised the following check to see hat the money was actually utilized for the purpose for which it was sanctioned.
3. Kinds of checks exercised
 - i.
 - ii.

Table 1 : Showing the details of receipt and expenditure

(Figure (in Rupees))

Opening balance as on 1 st April	Remittance received	Total Revenue Generation	ICAR Share of Revenue Generation	ICAR share of Expenditure during the year	Closing balance as on 31 th March (Grants + Revenue)
1	2	3	4	5	6 (1+2+4+5)

The remittance as indicated in Col. No.-2 are as per ICAR's letter No..... dated.....

Table -2 : Showing the head wise details of expenditure

Figure (in Rupees)


Head	Allocation for the year	ICAR share of Expenditure 75%	State share 25%	Total Expenditure
1	2	3	4	5
A. Grant in Aid-Capital				
1. Equipment				
2. Works				
3. Vehicle				
4. Furniture & Fixtures				
5. Books & Journals				
B. Grant in Aid- Salaries				
1. Pay & Allowances				
C. Grant in Aid-General				
1. T.A.				
2. Research & Operational Expenses				
3. Administrative Expenses				
4. Misc. expenses including HRD				
Total (A + B + C)				

The figure in col. No.-2 may be shown as communicated by Project Coordinator under Annual Plan for the year.



Vice-chancellor

A N D Univ of Agric. & Tech
Kumarganj, Ayodhya (U P)

Signature 
Designation Assit. Diror... General/Coordination
Date ...
Krishi Bhawan, New Delhi-110001



LETTER OF AGREEMENT
between
International Rice Research Institute (IRRI)
and
Narendra Dev University of Agriculture and Technology (NDUAT)

I. Project description

Project Title:	Climate Smart Management Practices <i>(ICAR-IRRI Workplan Ref: Project #2, Sub-Project 2.1)</i>
PLA ID:	C-2019-158
Agreement ID:	A-2019-48
Name and address of partner institution:	Narendra Deva University of Agriculture & Technology (NDUAT) Kumarganj, Faizabad – 224 229 Uttar Pradesh, India
Name of IRRI Scientist/Project Leader and contact details:	Dr. Jon Hellin Platform Leader, Sustainable Impact International Rice Research Institute Tel: +63 (2) 580-5600 ext.2965 Email: j.hellin@irri.org Dr. Sudhanshu Singh Rainfed Lowland Agronomist & IRRI CSISA Coordinator, South Asia International Rice Research Institute First Floor, CG-Block, NASC Complex, New Delhi, India Tel: +91-11-6676300 Email: sud.singh@irri.org
Collaborating NARES scientists/position title/contact details:	Dr. Ashok Kumar Singh Associate Professor and Head, Department of Crop Physiology Tel:+91-9415720338 Email: assinghkumar3@gmail.com
Project Activities:	Sub-Proj 1. Climate smart management for stress prone environment <ul style="list-style-type: none">• Development of crop and nutrient management practices for recently released stress tolerant varieties
Commencement date:	01 st September 2019
End date:	31 st December 2019
Total budget: (FY 2019-20)	US\$ 2,500

International Rice Research Institute

IRRI is a member of the CGIAR Consortium

II. Reporting Schedule

	Due Date	Report Type	Title of Report
1	31 st December 2019	Technical	Narrative Progress Report
2	31 st December 2019	Financial	Liquidation of fund received

III. Payment Schedule:

SN	Currency	Amount	Due Date
1	US Dollar	2,500	100% upon receipt of the signed agreement
	US Dollar	2,500	Total (2019-20)

Funds shall be used exclusively for the purpose of implementing the project activity. Within thirty (30) days after completion of the activity, **NDUAT** shall return to IRRI any unutilized funds, which must be reflected in the financial statements. **Financial report must be stated in US Dollars**, following the template as in the attached Annex 1. All Financial reports must be submitted via email to the following email addresses: t.dhoundiyal@irri.org, drpc-irri@irri.org, pmo@irri.org, fpr-reporting@irri.org.

First payment shall be processed upon receipt of the signed LOA, subject to availability of funds. Subsequent releases, if any, will be subject also to availability of funds from the **Indian Council of Agricultural Research ICAR-W3**, liquidation of at least 75% of the released funds, satisfactory delivery of agreed outputs/milestones, and satisfactory narrative and financial reports.

General conditions

1. Results of the collaborative research will be jointly published in the public interest, to maximize impact. In case one of the Parties decides to protect valuable Foreground IP, the Parties will agree on suitable timeframe for publication.
2. The recipient shall keep all the documents and records related to this grant for the period of four (4) years after termination of the grant. IRRI or its duly authorized representative shall, within the project and aforesaid periods, have access to any of recipient's records related to this agreement to monitor and conduct evaluation of operations which may include: a visit by personnel or designee to observe recipient's structure and a review of financial and other records for the purpose of conducting audits.

3. Intellectual Property Conditions

- i. All research materials used in the collaboration will be transferred using appropriate Material Transfer Agreements (hereinafter 'MTA') including SMTA (<http://www.fao.org/3/a-bc083e.pdf>), in line with CGIAR guidelines. Further, the transfer of biological materials, including breeding materials and germplasm, will be subject to pertinent stewardship, biosafety and bioprospecting laws, rules, and regulations. For incoming materials, IRRI may

use such materials for non-commercial research and/or education purposes, and in this case, will give full credit to the source of the materials.

- ii. All Foreground IP, joint R&D results including data gathered in the course of, and as a result of, the implementation of the project such as, but not limited to reports, articles, research papers, data bases, tri-media presentations including joint R&D project outputs, joint R&D discoveries, joint R&D inventions and its digital copies (soft copies), shall be subject to the CGIAR Principles on the Management of Intellectual Assets ("CGIAR IA Principles ") see: <https://library.cgiar.org/bitstream/handle/10947/4486/CGIAR%20IA%20Principles.pdf?sequence=1>

Management of such IP shall also be in accordance with IRRI's Intellectual Property and Commercialization (IP&C) Policy.

- iii. The ownership of the intellectual property that existed prior to the commencement of this LOA ("Background IP"), held by one Party, shall remain the full property of that Party, and shall not be altered or transferred by virtue of this Agreement. This LOA does not confer any right on the use of the Background IP of either Party.
- iv. IRRI and **NDUAT**, agree that the results of the collaborative research and/or the Foreground IP can be used:
 - a. for non-commercial research and training conducted by IRRI and by 3rd party public research institute (hereinafter referred to as "Research Exemption"); or
 - b. for use in the event of a national or regional food security emergency limited to the duration of the emergency (hereinafter referred to as "Emergency Exemption"); or
 - c. for use in teaching activities by academic organizations (hereinafter referred to as "Teaching Exemption").
- v. Foreground IP generated in collaborative research shall be managed with the aim of reaching and achieving the greatest positive impact for the benefit of the rice farmers and rice food security
- vi. Each of the parties is free to use all data and information developed under this Agreement for the enhancement of their respective academic and research programs. Whenever applicable, the principal authors, researchers, and project leaders from both Parties shall be identified, recognized, and included in any publications arising from the joint R&D projects.

4. Confidentiality

- a. A receiving Party (hereinafter "Recipient") shall not disclose Material marked "Confidential" or "Proprietary" to any third party nor use such Confidential Information for any purpose other than that given without written permission from the other Party.
- b. The Recipient shall use the same degree of care to protect Confidential Information received under this Agreement as it uses to protect its own information of a similar nature, but in any event not less than reasonable care under the circumstances.
- c. The Confidential Information shall be excluded from confidentiality if the Recipient can demonstrate that (a) it had possession of the information prior to disclosure; or (b) the information generally is available to the public at the time of disclosure, or becomes generally available, after disclosure, through no fault of Recipient; or (c) Recipient receives

the information from a third party having the right to the information and who does not impose confidentiality.


5. Termination

Either Party may terminate this agreement unilaterally by giving notice of its intention to terminate at least thirty (30) days in advance of the intended effective date of termination. The GRANTEE will refund to IRRI the grant funds if GRANTEE terminates this agreement before it expires.

The parties have hereunto affixed their signatures on the dates indicated below to signify their conformity to the conditions set forth in this Letter of Agreement.

For the
International Rice Research Institute (IRRI)

For the
Narendra Deva University of Agriculture &
Technology (NDUAT)


Mr. Alvin Poncin
Head, Portfolio Management Office



Date: 02 October 2019

Dr. ~~Brijendra Singh~~
Vice Chancellor
Dr. ~~Bijendra Singh~~

Date: 24/10/19


Vice-Chancellor

N.D. Univ. of Agric. & Tech.
Kumarganj, Ayodhya (U.P.)

Bank information:

Payment for the account of:	0659002100010374
Bank Account Number:	065900
Bank Name:	PUNJAB NATIONAL BANK KUMARGANJ, AYODHYA, U.P.
Bank Branch Address/Code:	065900
Swift Code:	PUNBINBBLHT

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN



ICAR-NATIONAL RESEARCH CENTRE ON EQUINES, HISAR

and



ACHARYA NARENDRA DEVA UNIVERSITY OF AGRICULTURE & TECHNOLOGY
NARENDRA NAGAR (KUMARGANJ), AYODHYA (U.P.), INDIA

Memorandum of Understanding

between

ICAR-National Research Centre on Equines

and

College of Veterinary Science & Animal Husbandry
Acharya Narendra Deva University of Agriculture & Technology,
Kumarganj, Ayodhya
for

Promotion of inter-institutional research collaboration, staff and
Students' Training/Postgraduate Research

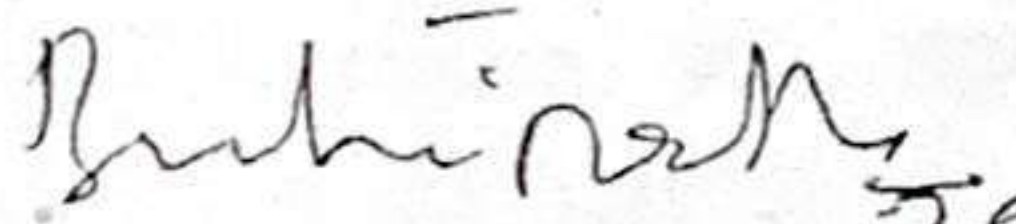
This Memorandum of Understanding (hereinafter referred to as MoU) is made on this 26th day of the month of August in the year 2019 by and between the **ICAR-National Research Centre on Equines** having its Head Office at **Hisar** [hereinafter called First party], a constituent Research Institution of the Indian Council of Agricultural Research, Krishi Bhavan, New Delhi-110001 on the ONE PART and the **College of Veterinary Science & Animal Husbandry, Acharya Narendra Deva University of Agriculture & Technology, Kumarganj, Ayodhya** [Name of the AU/ICAR-DU (Within NARS) having its headquarters at **Kumarganj, Ayodhya** [hereinafter called Second party] on the OTHER PART (who for the purpose of this MoU are hereinafter collectively referred to as the parties).

The parties, having discussed fields of common research interests and allied activities between the two institutions, have decided to enter into long-term collaboration for promotion of inter-institutional research, staff and students' training and postgraduate research in cutting edge areas in accordance with the provisions contained in the Guidelines issued vide Letter No. 2-8/2012- HRD dated 25 April 2014 or as revised from time to time.

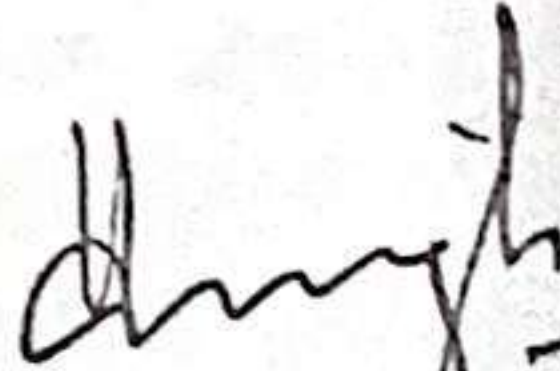
WHEREAS the "First Party" is involved in the studies on **Equine Health, Production and Veterinary Type Culture Collection** (specific mandated domain within the approved disciplines/divisions),

AND WHEREAS the "Second Party", established vide notification no. 5823/XII-4 dated 10.10.1975 by Govt. of Uttar Pradesh vide Act U.P. Agriculture University Act of 1958 and recognized by University Grants Commission] at its **College of Veterinary Science & Animal Husbandry, Kumarganj** is involved in **Teaching, Research and Extension in Veterinary Sciences and Animal Husbandry**.

AND WHEREAS it has been considered expedient to agree in writing to participate jointly in the projects requiring expertise and logistics from both the parties.


(Signature of First Party) 26.8.19




(Signature of Second Party) 24.08.19

Dr. Bhupendra Nath Tripathi
Director
ICAR-National Research Centre on Equines
Sirsa Road, Hisar - 125001 (Haryana)

1 | Page
Dr. H.N. Singh
DEAN
College of Vet. Sci. & A.H.
N.D.U.A.T. Kumarganj, Faizabad

Article 1. Scope

- 1.1 The objective of MoU is promotion of inter-institutional research collaboration, staff and students' training and postgraduate research in cutting edge areas by facilitating scientists, staff and students to seek specialized guidance and facilities of both the Institutes.
- 1.2 The Second party will recognize the First party as an Institute for conducting research related to the thesis requirement of the research students for Master's (MSc, MVSc) and Doctorate (PhD) The Second party will recognize Scientists of the ICAR Institute as recommended by its Director in accordance with the University rules and regulations for guiding students working for the said degree.
- 1.3 Operational details of research effort and collaboration will be made in common research programmes and/or projects restricted to specific mandated domain within the approved disciplines/divisions. The objective(s) for research work for a student coming from a Second party outside NARS should be exclusively different as far as possible.
- 1.4 Research instrumentation facility and library facilities available with the First party and the Second party will be made available to the faculty and research scholars. However, the costs of specific consumables will be borne by the respective organizations.
- 1.5 There shall be an exchange of staff and students for academic, research and training purposes. Accommodation in the Hostel shall be arranged, wherever possible, as per extant rates. The duration of exchange visits will be determined by mutual consent between both the parties.

Article 2. Management


- 2.1 Director of the First party and the Vice-Chancellor/Head of the Institution of the Second party will be responsible to work out operational details of co-operation between the two organizations and ensure proper and effective implementation of this MoU. An advisory committee may be constituted for this purpose with the members from both the parties.
- 2.2 The Advisory Committee will meet at least once in a year alternatively in the institutions of the First party and the Second party to review the activities. This meeting shall include presentation on the academic and research activities, which should be open to the students, faculty and scientists.

Article 3. Exchange of Information


- 3.1. The term "information" includes scientific or technical data, results and/or methods of investigation, and other information intended to be provided, exchanged, or arising under project descriptions entered into pursuant to this MoU.
- 3.2. The parties support the widest possible dissemination of information. Each party in joint projects shall be given the right to use, disclose, publish or disseminate such information for any and all purposes with mutual consent.

Article 4. General Provisions

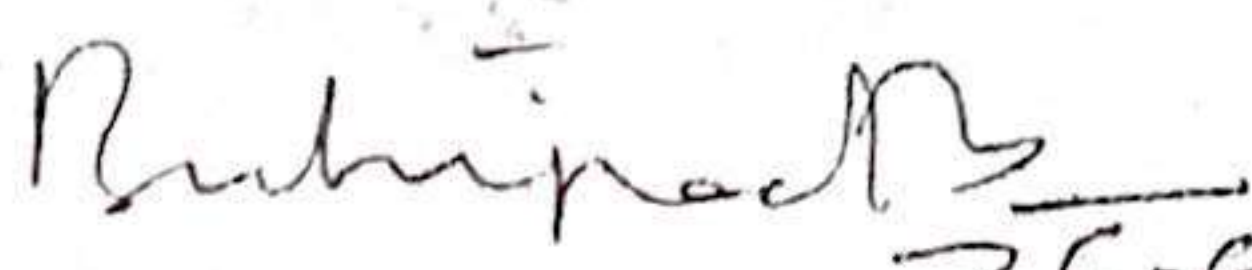
- 4.1 It is understood that the First party and the Second party subscribe to the principle of equal opportunity and do not discriminate on the basis of race, sex, age, caste or religion. Both the Institutions shall abide by these principles in the administration of this agreement and neither party shall impose criteria for exchange of scholars or students, which violate principles of non-discrimination.


26.8.2019
Dr. Bhupendra Nath Tripathi
Director
ICAR-National Research Centre on Equines
Sirsa Road, Hisar - 125001 (Haryana)

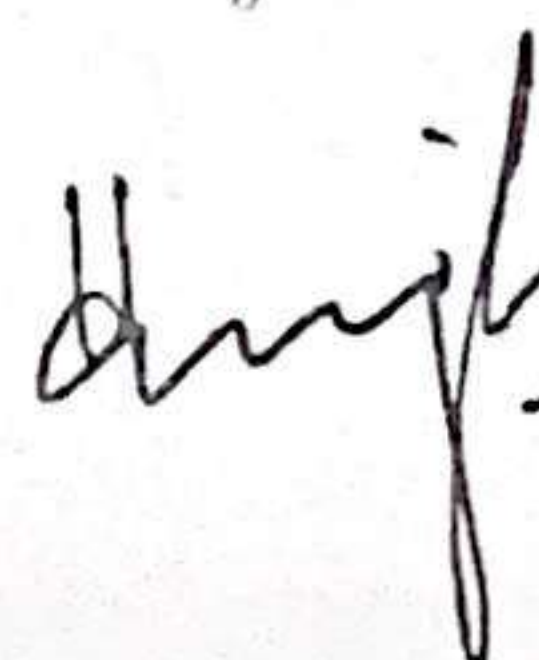


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20-08-19

- 4.2 Both parties understand that all financial agreements will have to be negotiated separately and will depend on the availability of funds.
- 4.3 Both parties acknowledge that exchange of staff and students from one party to the other shall be subject to the availability of funds and shall comply with the regulations and policies of the First party and the Second party.
- 4.4 Any research publications arising will be jointly published in accordance with the provisions laid out in the Guidelines for the students to conduct research for their degree programme as trainees at ICAR institutions as notified vide Letter No. 2-8/2012-HRD dated 25 April 2014 or revised guidelines, if any, as may be issued from time to time.
- 4.5 The student would invariably be the senior author for the publications arising out of the research work conducted at the AU/DU/Institutes, followed by Major Guide/Advisor and Co-Major Advisor/Co-Guide in that order. The names of corresponding author/additional co-authors, depending upon their contribution in the research work, may be decided by mutual consent between the student and Major Guide/Advisor.
- 4.6 The partnering institutions may ensure that the student submits at least one paper from Master's thesis and two papers from Ph.D. thesis before thesis submission in order to prevent students leaving the institute(s) without any research publication from the thesis.
- 4.7 A copy of the thesis/dissertation will be submitted to the First Party after the award of the degree by the Second party.
- 4.8 All questions related to this MoU arising during its term will be settled by the parties by mutual agreement. Disagreements at the operating level shall be forwarded to respective higher officials for appropriate resolution failing which an arbitrator of mutual acceptance may be identified for the settlement of dispute, if any.
- 4.9 All questions not foreseen related to this MoU will be handled by the parties by mutual agreement.
- 4.10 Nothing in this MoU is intended to affect other cooperation or collaborations between the parties.
- 4.11 The ICAR scientists pursuing their PhD degrees after completing their PhD course work at ICAR-DUs may be allowed to do their research work at the institute where they are posted, in view of shortage of scientists/faculty.
- 4.12 RAs/SRFs, who have completed their course work and are working under different research projects in an Institute may be permitted to join a degree programme only with a University recognized by UGC/ICAR-AU system with bilateral MOU on IPR issues. However, PI of the project with the approval of Director may have to issue a certificate that the regular research work of the project will not be hampered on account of joining of RA/SRF for the degree programme. The RA/SRF will not avail leave for completing the research work for the degree.
- 4.13 The partnering institute(s) would be expected to make reasonable contribution in the form of intellectual input to the student's research problem and may not merely serve as a source of providing samples/facilities for the study.
- 4.14 The efforts will be made for conservation of animal cultures (bacteria, viruses or fungi) isolated in the study by deposition to the National Centre for Veterinary Type Cultures.


26.6.19
Dr. Bhupendra Nath Tripathi
Director
ICAR-National Research Centre on Equines
Gurgaon Road, Hisar - 125001 (Haryana)




24.08.19
Page 3 of 7

Article 5. Intellectual Property Rights

5.1 The Second party will be expected to ensure protection of the Intellectual Property Rights generated or likely to be generated during the student's research work. The ICAR as the first applicant (for its institute) and the Second party shall be the joint applicants for IPRs and the students and involved scientific staff shall be included as the inventor/breeder/author. The 'ICAR Guidelines for Intellectual Property Management and Technology Transfer/Commercialization' as amended from time to time shall be the reference for exploitation of the generated intellectual property, whose management and benefits sharing shall be mutually decided in each case.

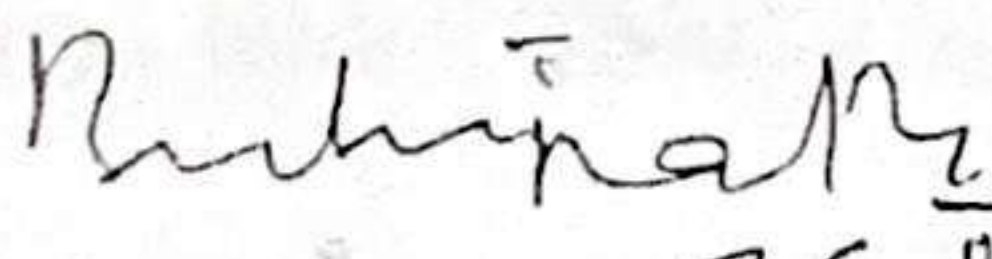
The IPRs shall rest with the institution where the major part of the research work was carried out by the student. In the event of equal amount of work being carried out at both the AU/DU and ICAR Institute, patents/protections/knowledge generated will be shared in proportion as per the 'ICAR Guidelines for Intellectual Property Management and Technology Transfer/Commercialization' as amended from time to time.

Article 6. Admission and Fees

6.1 All those who wish to register as trainees or for Master/Doctoral programme under this MoU must apply for admission at the Second party. The criterion for allocation of Major Guide/Advisor will primarily be governed by the intellectual input and time duration devoted for carrying out the research work at a particular institution. It may be decided by mutual consent, keeping in view the MOU signed between partnering institutions. If the major guide is from ICAR Institute, the co-guide will be from partnering university and vice-versa.

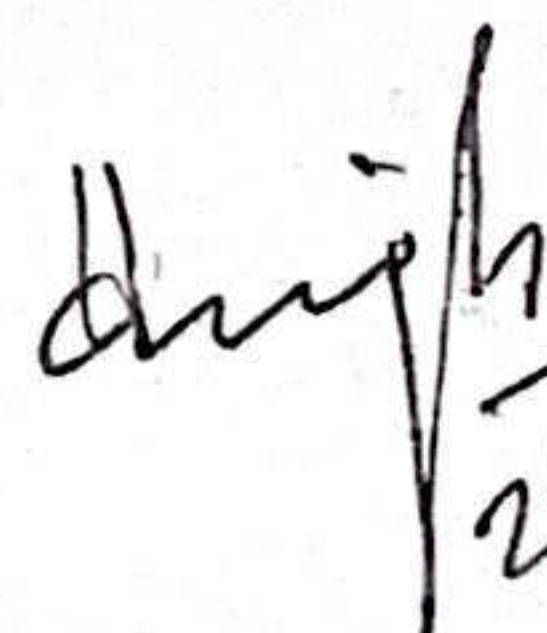
Fee Structure: If a student registered with second party intends to carry out the research work at ICAR Institute, latter may not charge any fee from the registering institution/student, except the hostel accommodation charges, etc. However, if a student registers with second party after qualifying through competitive mode of ICAR's All India Entrance Examination for Admission to Master's/PhD and is awarded fellowship for pursuing Master's or Doctoral degree programme by any sponsoring institution [e.g. ICAR-JRF(PGS)/ICAR-SRF(PGS)/CSIR-UGC-JRF/CSIR-SRF], the contingency grant awarded to the student may be transferred to the institution where major part of the research work would be carried out and regulated by the provisions contained in the guidelines of sponsoring institution.

6.2 Admission of the students and the award of degrees for different programmes will be the responsibility of the Second party as per the rules and regulations.


26.8.2019

Dr. Bhupendra Nath Tripathi
Director
ICAR-National Research Centre on Equines
Sirsa Road, Hisar - 125001 (Haryana)




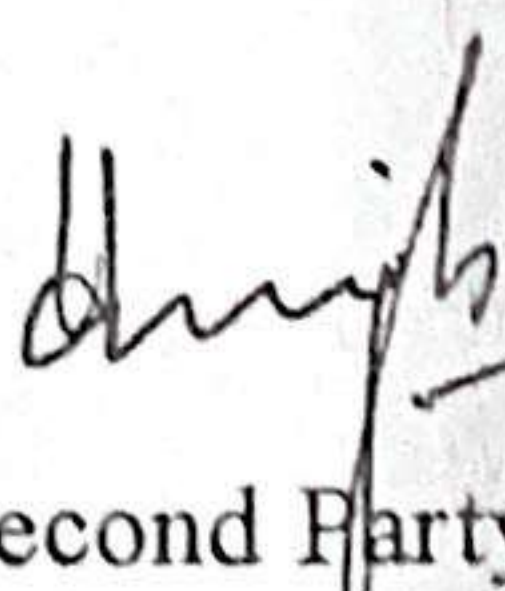

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Dr. H.N. Singh
DEAN
College of Vet. Sci. & A.H.
T. Kumarganj, Faizabad

- 6.3 Allotment of the students at the First party will be done by the approval of Director of the First party and Vice-Chancellor/Head of the Institution of the Second party.
- 6.4 The First party would have the right to screen the student's eligibility for admission based on their academic period.
- 6.5 The PME Cell of the First party in consultation with the representative of the Second party shall decide the location and sharing quantum of research work.
- 6.6 The number of student(s) at any particular time will be subjected to the availability of research facilities and scientists' time to guide thesis research at the First party institution.
- 6.7 Any student(s) admitted to the First party for training/postgraduate research, if found violating the rules and regulations laid down by the First party or indulge in such activities that amount to tarnishing the image of the Institute, or cause damage to the property, the registration of such student(s) would be summarily terminated. The Second party will not complete the formalities of issuing the certificates to such students until they compensate the losses to the First party.

Article 7. Entry into effect, modification and termination

- 7.1. This MoU shall become effective on the date it is signed by the parties and shall be valid for five years extendable up to another five years. Both parties shall review the status of the MoU at the end of every two year period to determine any modification, whenever necessary. The period of validity of this MoU may be extended by mutual consent up to five years. This MoU may be amended by mutual written agreement and may be terminated at any time by either party upon written notification signed by the competent authority of the party initiating termination. Such notification must be given to the other party at least six months in advance from the effective date of termination.
- 7.2. All joint activities not completed at the expiration or termination of the MoU may be continued until their completion under the terms of this MoU.
- 7.3 No amendment or modification of the MoU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be amendment of the MoU. The modifications/changes shall become part of the MoU and shall be effective from the date on which they are made/executed, unless otherwise agreed to.


(Signature of First Party)


(Signature of Second Party) 24.08.19

Dr. Bhupendra Nath Tripathi
Director
ICAR-National Research Centre on Equines
Sirsa Road, Hisar - 125001 (Haryana)



This MoU has been executed in two originals, one of which has been retained by the First party and the other by the Second party).

IN WITNESS WHEREOF, the parties have executed this MoU and represent that they approve, accept and agree to terms contained herein.

Dr. B. N. Tripathi
Director, ICAR-NRCE
Hisar.
(Name and Address of the First Party)

Dr. H. N. Singh
Dean, C.V.Sc. & A.H.
NDUAT, Kumarganj, Ayodhya.
(Name and Address of the Second Party)

Name of the Director of the First Party

B. N. Tripathi

Name of the Vice-Chancellor/Head of the Institution of the Second Party

[Signature]

Tel No. 26.8.2019

Tel. No.

Date **Dr. Bhupendra Nath Tripathi**
Director
ICAR National Research Centre on Equines
Stree Road, Hisar - 125001 (Haryana)

Date
Signature with Seal *H.N. Singh* 24.08.19
Dr. H. N. Singh
DEAN
College of Vet. Sci. & A.H.
Kumarganj, Farzabad

Witness 1 *Balvinder* 26/8/19
Witness 2 *[Signature]* 26.08.19
(Rajender Kumar)

Witness 1 *[Signature]* 24/08/19
Witness 2 *[Signature]* 24.8.19
INCHARGE
Department of Vety. Pathology
C.V.Sc. & A.H. NDUAT
Kumarganj, Farzabad



**MEMORANDUM OF UNDERSTANDING WITH REGARD
TO COOPERATION**

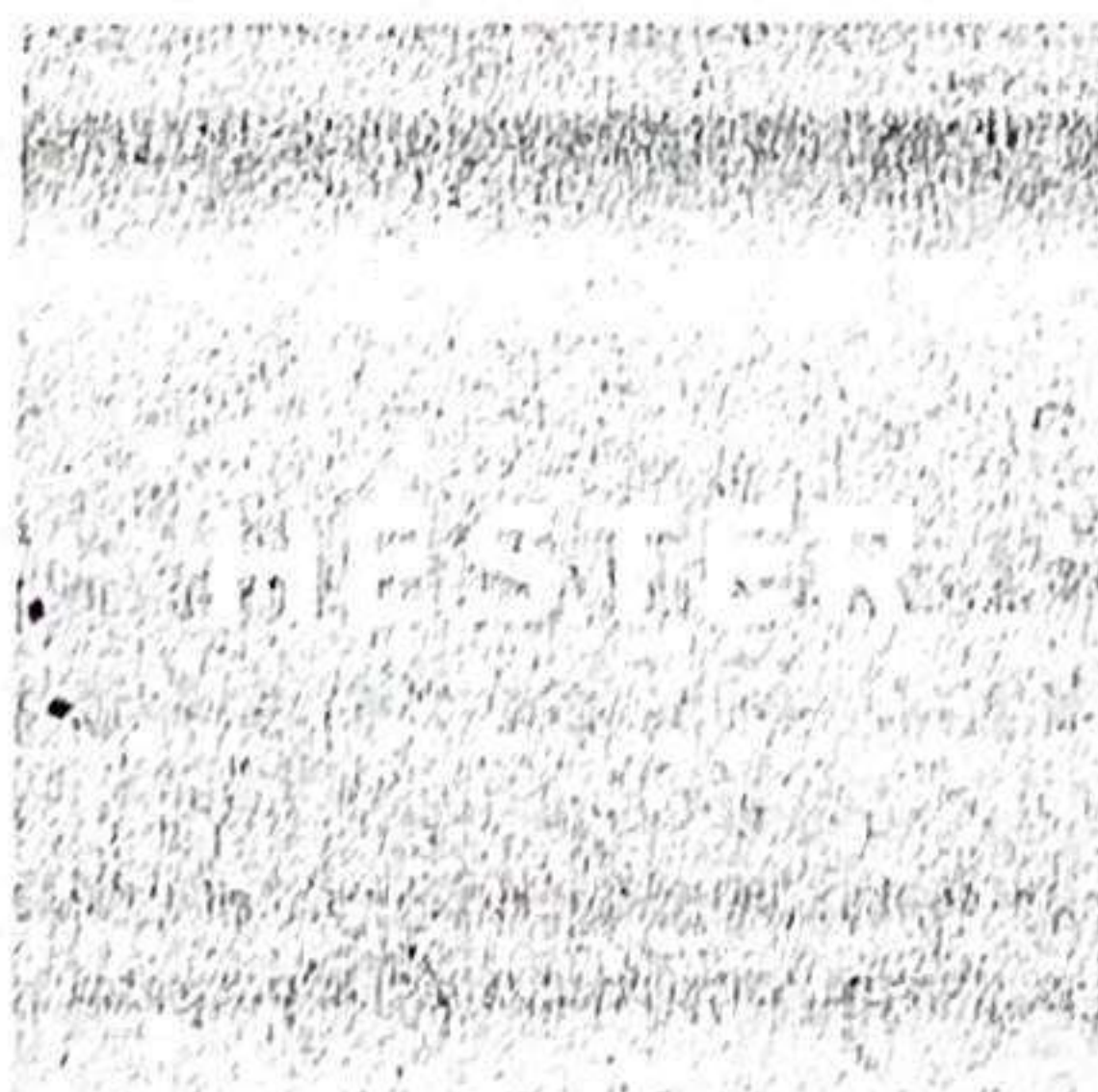
ENTERED INTO BY AND BETWEEN

**ACHARYA NARENDRA DEVA UNIVERSITY OF
AGRICULTURE AND TECHNOLOGY, KUMARGANJ,
AYODHYA**



AND

HESTER BIOSCIENCES LIMITED, AHMEDABAD



MEMORANDUM OF UNDERSTANDING

BETWEEN ANDUA&T AND HESTER

This Memorandum of Understanding (hereinafter referred to as "MoU") is made between: **Acharya Narendra Dev University of Agriculture and Technology (ANDUA&T)**, established at Kumaragnj, Faizabad in 1975 with the mandate of agriculture education and research for upliftment of rural community of Eastern Uttar Pradesh. The university is well recognized in nation building for its outstanding contribution in teaching, research and extension services in the field of agriculture and allied sectors and for a large number of improved varieties of different crops viz. Rice, Wheat, Oil Seeds, Pulses, Aonla, Bael and vegetable. (hereinafter referred to as "ANDUA&T");

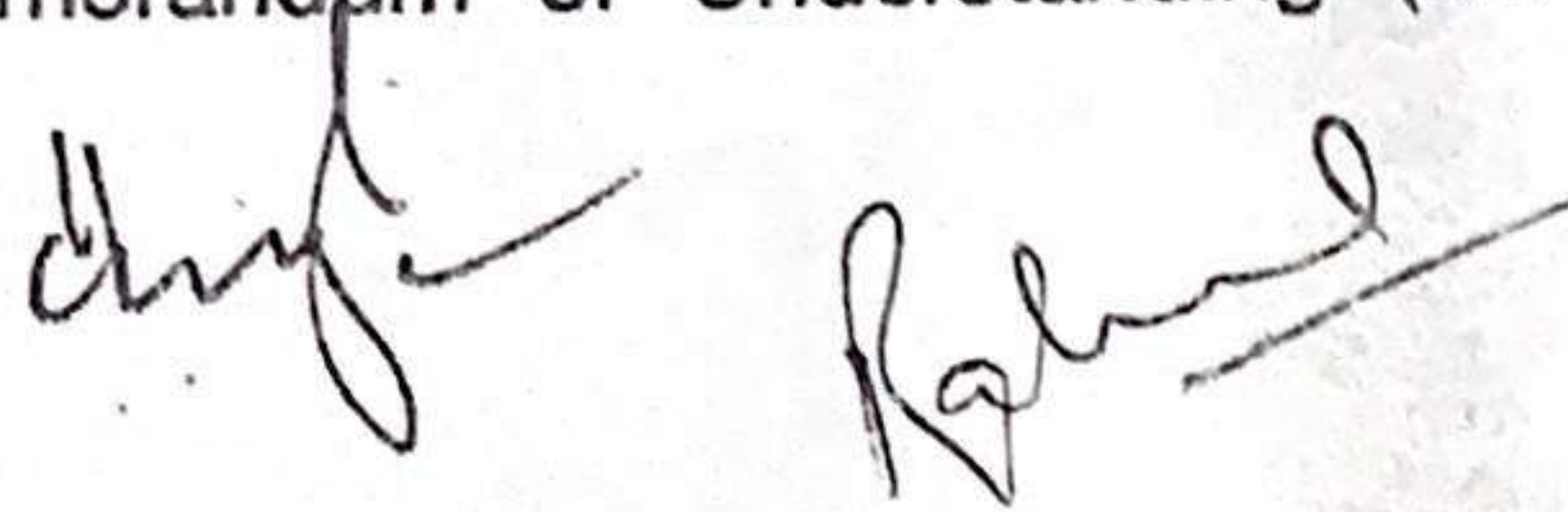
AND

HESTER BIOSCIENCES LIMITED, a WHO-GMP, ISO 9001:2008, ISO 14001:2004, OHSAS 18001:2007 & GLP certified company, manufacturing animal vaccines and animal health products. It is located near the city of Ahmedabad, in the state of Gujarat, in Western India. (hereinafter referred to as "Hester");

hereinafter individually referred to as a "Party" and jointly referred to as the "Parties".

WHEREAS

- (A) **Acharya Narendra Dev University of Agriculture and Technology (ANDUA&T)**, named after Acharya Ndarendra Deva, a great educationist and social reformer was established at Kumaragnj, Faizabad in 1975 with the mandate of agriculture education and research for upliftment of rural community of Eastern Uttar Pradesh. The university is committed to provide its share towards the upliftment of agriculture and rural livelihood by developing new and improved varieties of crops, fruit and vegetables, by providing good germplasm to the livestock, poultry and fishes and by producing good quality students that are ready to work under any circumstances. The university is well recognized in nation building for its outstanding contribution in teaching, research and extension services in the field of Agriculture, Veterinary Science & Animal Husbandry, Horticulture & agro-forestry, Home Science, Fisheries and Agricultural Engineering. The university is well recognized in nation building for its outstanding contribution in teaching, research and extension services in the field of agriculture and allied sectors and for a large number of improved varieties of different crops viz. Rice, Wheat, Oil Seeds, Pulses, Aonla, Bael and vegetable. (hereinafter referred to as "ANDUA&T");
- (B) Hester is a WHO-GMP, ISO 9001:2008, ISO 14001:2004, OHSAS 18001:2007 & GLP certified company, manufacturing animal vaccines and animal health products. Hester has vast experience in distribution systems in India, and is expanding the network in Nepal and in other countries. While Hester's current distribution network is focused on commercial producers, Hester wants to work with veterinary professionals, resource-constrained farmers and village livestock keepers in smallholder sector. There is a felt need of appropriate exposure of budding veterinary professionals in smallholder livestock sector and research & development;
- (E) Considering the similarities in the intent for development of budding veterinarians of ANDUA&T and Hester initiative, this Memorandum of Understanding (MoU) is



envisaged among the Parties in order to allow for the sharing of core competencies between them. ANDUA&T has strong academics and infrastructure in Eastern Uttar Pradesh. Hester is a commercial organization producing and providing veterinary vaccines, healthcare and nutritional products for commercial and smallholder livestock farmers.; and

- (F) The Parties in furtherance of their aims and objectives hereby enter into this MoU to record their shared intentions.

NOW THEREFORE, the Parties agree as follows:

1. **GENERAL PROVISIONS**

Definitions

- 1.1. Unless the context otherwise requires, the following terms whenever used in this MoU have the following meanings:

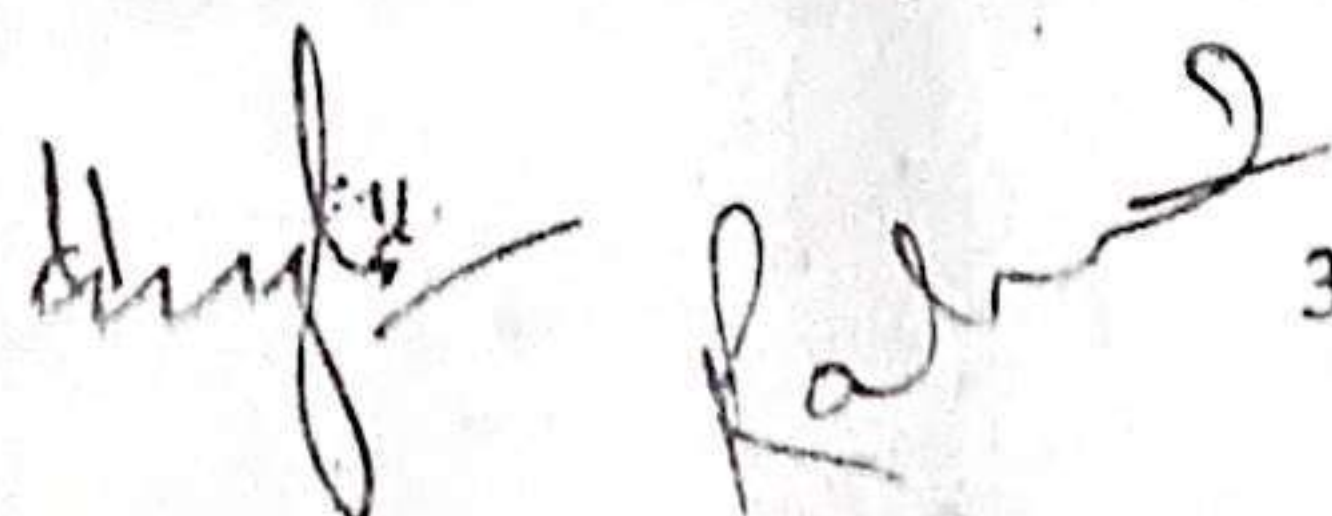
"Appendix"	each of the appendices attached to this MoU, which shall be deemed incorporated herein;
"Project"	the project , entitled as Empower , to be carried out by the Parties, as described in this MoU; and

Relationship between the Parties

- 1.2. This MoU confirms the details of the Project, which the Parties will work together on.
- 1.3. Nothing in this MoU is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the Parties, nor constitute either Party the agent of the other for any purpose, nor constitute either Party the employee of the other for any purpose. Neither Party shall have authority to act as agent for, or to bind, the other Party in any way.
- 1.4. This MoU imposes no financial commitment on any of the Parties. Each Party is responsible for its own costs and expenses arising from or in connection with this MoU. Hester will bear the cost of training and consumables at Hester facility. Hester will give certificate after successful completion of training. University will bear the travel and accommodation of students or it may be open to students.
- 1.5. This MoU does not obligate any Party to work exclusively for or with any other Party.
- 1.6. In the event of any conflict between this MoU and other existing agreements between the Parties, then the terms of such agreements shall prevail.

2. **PROJECT**

- 2.1. The Parties each hereby acknowledge that the objectives of the Project entitled as "Project Empower" are as follows and activities in appendix B:
- 2.1.1. To empower budding veterinarians in Research and development field by giving them learning opportunities at state-of-the-art veterinary vaccine, therapeutic and nutritional research and development set-up and research on products and concept. (R&D Exposure-cum-training);
- 2.1.2. To empower budding veterinarians in Smallholder livestock farming in resource constrained areas (Livestock Entrepreneurship exposure); and
- 2.1.3. To create a new model for public private partnership in professional development in veterinary fraternity.



2.2.

The Parties each hereby agree to work together in good faith with a view to achieving the objectives set out in clause 2.1, and to deliver the tasks and deliverables in activities more fully described in Appendix B to this MoU. Without prejudice to the generality of the foregoing:

2.2.1. ANDUA&T shall be responsible for:

- (a) Selection of Researchers/students by college for **R&D exposure-cum-training** and research work. The list of selected candidates need to be communicated to Hester as per schedule.;
- (b) Theme wise student selection will be done by college in **Livestock Entrepreneurship Exposure**.
- (c) Travel and Accommodation expenses will be bourn either by university or student.
- (d) Appointing an University Representative to coordinate all activities envisaged in project; and

2.2.2. Hester shall be responsible for:

- (a) Appointing an Hester Representative to coordinate all activities envisaged in project
- (b) Hester will communicate the dates well in time for reservations. (travel and accommodation in Ahmedabad);
- (c) Hester will communicate the 7 days training syllabus for **R&D exposure-cum-training** to college mainly focusing on disease diagnostic and vaccines production in commercial set-up. For research work on industry products, Hester will provide range of products to faculty and scholars.
- (d) Hester will manage the exposure visits of selected candidates in respective thematic areas in **Livestock Entrepreneurship Exposure program**.
- (e) Hester and University/ CVSc&AH will jointly organize extension programs for technologies and entrepreneurship development.
- (f) Training will start at Hester R&D facility and in field as per pre-finalised syllabus.
- (g) Two assessments will be there to know the improvement in understanding of participants.
- (h) After successful completion, certificates will be provided.

2.3.

It is not presently anticipated that activities pursuant to the objectives of this MoU shall be implemented through specific agreements to be entered into in addition to this MoU, it is acknowledged that this may be required (for example, where a Party sources materials for the Project, or where funding is required in connection with the Project). Terms of any such additional agreements would be negotiated separately between the Parties with reference to the aims and objectives set out herein, acting reasonably and in good faith.

3.

DURATION AND MODIFICATION OF MEMORANDUM OF UNDERSTANDING

Commencement

3.1.

This MoU shall come into effect on the last date of signing. The Project shall commence on October 3, 2019, and shall continue until October 31st, 2022, unless extended by the agreement of the Parties, or earlier terminated. The Parties acknowledge that the monitoring and evaluation activities may continue until 31st December 2022.

Modification

3.2.

No agreed variation of this MoU shall be effective unless it is in writing and signed by both Parties.

 4

Termination

- 3.3. Any Party may terminate this Agreement by written notice to the others with immediate effect if: (i) another Party commits a material breach of this MoU, which (if remediable) is not remedied within 30 days of receiving written notice of the breach; or (ii) if another Party goes into liquidation, administration (or similar), or otherwise ceases to carry on its business.

4. OBLIGATIONS OF THE PARTIES

- 4.1. The Parties undertake to act reasonably and in good faith with respect to each other's rights and the objectives of this MoU, and to respect and take account of each other's aims and objectives as summarised in the recitals to this MoU.
- 4.2. The Parties each agree to perform their obligations under the Project in accordance with the terms of this MoU (including timescales); and (ii) with all reasonable skill and care, and in accordance with applicable laws (including anti-bribery laws). The Parties shall not sub-contract the performance of the Project to any third party unless agreed in advance between the Parties.
- 4.3. Each Party shall obtain and maintain, all necessary licences and consents as are required by it for the carrying out of its responsibilities under the Project.
- 4.4. Where a Party agrees to use specific personnel in the Project, it shall use best endeavours to ensure that such individuals remain available to work on the Project for its full duration. Any replacement personnel shall require to be appropriately skilled.
- 4.5. Should any intellectual property rights be generated in the Project, each Party shall own those rights which it creates. Each party licenses such rights to the other Parties, insofar as is required to facilitate the performance of the Project.
- 4.6. In the event that a Party discloses to another Party any information in any format of a confidential nature, whether marked as confidential or not (including any information which should reasonably be considered as confidential), the receiving Party agrees to keep this information in strict confidence and use it only in the provision of the Project. Any personnel and/or sub-contractors involved in the Project shall be made subject to this obligation, by the receiving Party passing any confidential information to them.

5. REPORTING

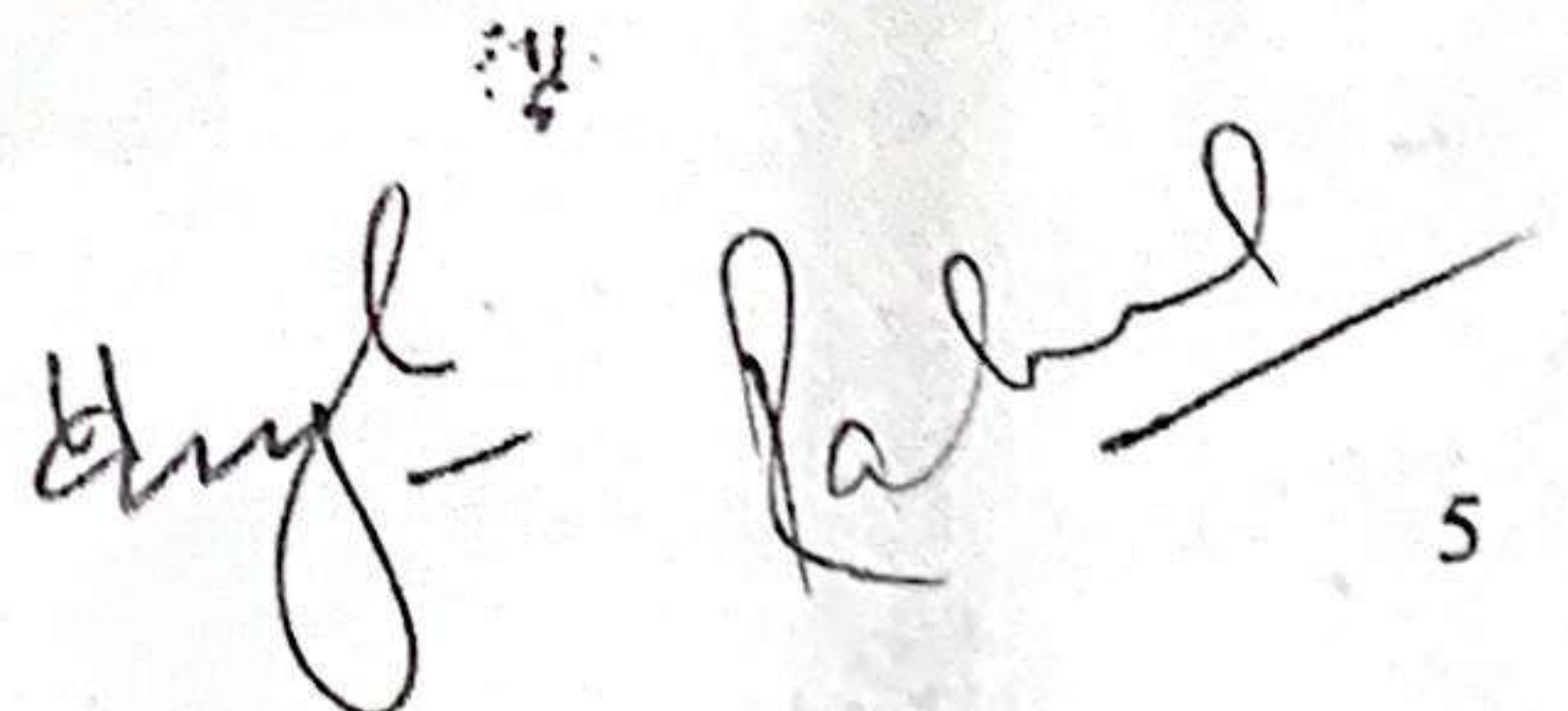
- 5.1. Joint review and reporting would be done by the stakeholders.
- 5.2. Half Yearly meetings with representatives from each of the Parties will be held at mutually convenient times in the Project Area. The review will be done based on half-yearly review. The conclusions from these meetings shall be acted upon in the ongoing project.

6. AUTHORITY

The Parties hereby warrant and represent that they are authorised to negotiate, conclude and implement this MoU.

7. ENTIRE AGREEMENT

This MoU and the documents referred to herein constitutes the sole record of the agreement between the Parties relating to the subject matter hereof and supersedes any other agreement, whether written or oral which may have been entered between the parties.



8. GENERAL

8.1. The parties addresses and contacts are as set out in this table

Party	Contact	Address
ANDUA&T	Dr Harnam Singh	Dean, College of Veterinary Sciences & Animal Husbandry, AND-UAT, Kumarganj, Ayodhya-224 229
HESTER	Mr Rajiv Gandhi	CEO & Managing Director Hester Biosciences Limited Pushpak, 1st floor, Panchvati Circle, Motilal Hirabhai Road Ahmedabad 380006 Gujarat, India

- 8.2. No Party shall be entitled to assign or transfer any of its rights and obligations under this MoU.
- 8.3. Each Party hereby confirms that entering into and performing its obligations under this MoU shall not create or continue any conflict of interest for it.
- 8.4. If any dispute arises in connection with this MoU, representatives of the parties concerned in the dispute shall, meet in a good faith effort to resolve the dispute.
- 8.5. No party may commence any court proceedings or arbitration in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by mediation, and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

Handwritten signatures and initials

IN WITNESS WHEREOF this MoU is executed by the Parties as follows:

SIGNED for and on behalf of

Acharya Narendra Dev University of Agriculture and Technology

by Dr Harnam Singh, Dean, College of Veterianry Sciences and Animal Husbandry, Ayodhya

Harnam Singh
03.10.19

(signature)

on (date)

in the presence of:

[Signature] Witness

Dr. V.K. Singh Name

Professor Address

Dept. of Animal Nutrition

SIGNED for and on behalf of
HESTER BIOSCIENCES LIMITED

Rajiv Gandhi

by Mr Rajiv Gandhi, CEO & Managing Director (signature)

on *3/10/2019* (date)

in the presence of:

Rahul Singh Witness

Dr. Rahul Singh Name

Avb-USB Address

Hester Biosciences Limited

Gajendra

APPENDICES

These are the appendices referred to in the foregoing MoU between ANDUAT and HESTER BIOSCIENCES LIMITED

APPENDIX A - Participants and Schedule

Participants:

1. R&D exposure-cum-training: Researchers pursuing MVSc in microbiology, virology, bacteriology and Outstanding BVSc&AH students (preferably 4th and 5th year students) Maximum 5 students per year
2. Livestock Entrepreneurship Exposure: any MVSc/BVSc&AH student Maximum 5 per year

Schedule : A schedule need to be finalised with between College and Hester for easy implementation of both the programs.

APPENDIX B – Activity details

Activities proposed

1. R&D exposure-cum-training:

- Selection of Researchers/students by college and communication to Hester as per schedule.
- Hester will communicate the dates well in time for reservations. (travel and accommodation in Ahmedabad)
- Hester will communicate the 7 days training syllabus to college mainly focusing on disease diagnostic and vaccines production in commercial set-up.
- A range of products and concepts will be provided to scholars and faculty to research. Expenditures will be borne by Hester.
- Training will start at Hester R&D facility as per pre-finalised syllabus.
- Two assessments will be there to know the improvement in understanding of participants.
- After successful completion, certificates will be provided.

2. Livestock Entrepreneurship Exposure: any MVSc/BVSc&AH student Maximum 10 students per year

- Theme wise student selection will be done by college.
- Theme: Goat/sheep farming, Dairy farming, Pig farming, Product processing (milk/meat) and poultry
- Hester and ANDUAT/CVSc&AH work together on extension of technologies and entrepreneurship development.
- Because this exposure will be given in field, students may prefer their native place/ district in Eastern Uttar Pradesh.
- Finalist should be prepared by college representative and Hester for necessary preparation in field.
- Hester will manage the exposure visits of selected candidates in respective thematic areas.
- Two assessments will be there to know the improvement in understanding of participants.
- After successful completion, certificates will be provided.

प्रो०डी०के० द्विवेदी
अधिष्ठाता छात्र कल्याण
Prof. D.K.Dwivedi
DEAN STUDENTS'
WELFARE



नरेन्द्र देव कृषि एवं प्रौद्योगिक विश्वविद्यालय,
नरेन्द्रनगर कुमारगंज-224 229, अयोध्या
N.D. UNIVERSITY OF AGRICULTURE & TECHNOLOGY
Narendranagar, Kumarganj-224 229, Ayodhya

05270-262074

9415720287

E Mail - dswnduat18@gmail.com

No. 683

Date: 11-3-19

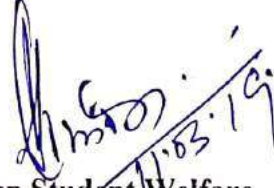
To,

Executive Director
Medha Learning Foundation
407 Dr. Baijnath Road, New Hyderabad,
Lucknow 226007 (UP)

Subject: MOU between NDAUT and Medha Learning Foundation.


Dear Sir,

Kindly find herewith duly signed MOU between N. D. University of Agriculture and Technology, Kumarganj, Ayodhya and Medha Learning Foundation Lucknow to establish and start "Carrier Service Centre" at NDUAT, Kumarganj, Ayodhya.


Dean Student Welfare
N.D. Univ. of Agri. & Tech.
Narendra Nagar, Kumarganj,
Faizabad.

CC to :

1. Dean, College of Agriculture
2. Secretary to Vice Chancellor for kind information


Dean Student Welfare

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
NARENDRA DEV UNIVERSITY OF AGRICULTURE AND TECHNOLOGY, AYODHYA
AND
MEDHA LEARNING FOUNDATION, LUCKNOW

The MOU is made on the 07 day of March month in the year 2019, at Ayodhya, between Narendra Dev University of Agriculture and Technology, Ayodhya (hereinafter referred to as University) which expression shall, unless excluded by or repugnant to the context, mean the Vice Chancellor, Narendra Dev University of Agriculture and Technology, Ayodhya, and include his/her successor in office, legal representative, nominee and assignee as the **First Party**

AND

Medha Learning Foundation (hereinafter referred to as Medha), Lucknow, registered as a not-for-profit Company under Section 25 of the Companies Act, 1956, which expression shall include, unless excluded by or repugnant to the context, mean the Executive Director, Medha Learning Foundation, and include his successor in office, legal representative, nominee and assignee as the **Second Party**

WHEREAS

Medha is responsible for implementation of Medha Career Center project in order to enhance the employability skills and improve employment outcomes of students at Narendra Dev University of Agriculture and Technology, Ayodhya.

1. GENERAL PROVISIONS

1.1 DEFINITIONS

- (a) "University" means Narendra Dev University of Agriculture and Technology Ayodhya, Uttar Pradesh.
- (b) "Project" means Medha Career Center project implemented by Medha.
- (c) "Center" means the Career Center established and run by Medha on University campus to deliver the Programme to the students.
- (d) "Programme" means the employability development works/activities to be performed by the second party pursuant to this MOU for the abovementioned Project.

1.2 RELATION BETWEEN THE PARTIES

Nothing contained herein shall be construed as establishing the relation of purchaser and seller as between the first and second party. The second party, subject to this MOU, shall have complete charge of personnel performing the service and shall be fully responsible for the task completed by them.



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1.3 GOVERNING LAW & JURISDICTION

This MOU, its meaning and interpretation, and the relation between the parties shall be governed by the laws applicable in India and they only shall have exclusive jurisdiction over matters relating to or arising from this MOU.

1.4 LANGUAGE

This MOU has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning of interpretation of this MOU.

1.5 LOCATION

The matter i.e. Programme implementation arising under this MOU shall be performed by the second party from its head offices at Lucknow and/or its nearest regional office, in addition to the Center at the University as agreed to by the first party.

1.6 AUTHORISED REPRESENTATIVES

Any action required or permitted to be taken and any document required or permitted to be executed under this MOU may be taken or executed:

- (a) On behalf of the first party, by the Vice Chancellor Narendra Dev University of Agriculture and Technology, or her designated representative.
- (b) On behalf of the second party, by the Executive Director, Medha Learning Foundation, or his designated representative.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF THIS MOU

2.1 This MOU shall come into force from the date of signing, or other earlier date that is mutually agreed by the two parties.

2.2 Modification of the terms and conditions of this MOU, including the modification of the group of services may only be made by prior written agreement between the parties.

2.3 Narendra Dev University of Agriculture and Technology has introduced the Career Center in University, as a way to enhance employability skills and improve the employment outcomes of the students enrolled in the University.

2.4 Medha will be implementing this programme for a period of three years from the date of signing this MoU, which might be extended, and the MoU may be renewed for another similar period, based on mutual agreement.

The involvement of Medha and the role of University will be as per following.

3. ROLE & OBLIGATION OF THE SECOND PARTY IN SUPPORT OF PROGRAMME



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- 3.1 The Programme under the Medha Career Center project will be delivered exclusively to the students and/or alumni of the University through the Center established and run by Medha within the premises of the University.
- 3.2 The Center shall provide skills training ("employability skills"), industry exposure and internship/project opportunities to the students in order to enhance their employability skills and improve their employment outcomes.
- 3.3 The Center shall run throughout the academic year and shall offer three training modules to the students – Career Advancement Bootcamp (CAB), Technology Advancement Bootcamp (TAB) and Life-skills Advancement Bootcamp (LAB), with a maximum of 120 hours of training (the modules combined) to the students.
- 3.4 The Center shall be staffed with personnel appointed by Medha, manage the Programme at the Center. Medha shall provide other support to the Center from its head office/regional office, as and when required.
- 3.5 The Center shall collect Rs. 500/- (Rupees Five Hundred only) as Student Contribution per student per module for availing the Programme offered at the Center. Such student contribution shall be waived off for certain students with humble socioeconomic backgrounds on specific recommendation by the vice chancellor. The documentation with regards to the same would be shared with the students and the University. No other amount shall be charged to the students by the Center for the abovementioned modules. The student contribution amount shall not be changed for the period of the MoU and may be revised at the time of its renewal based on mutual agreement.
- 3.6 Medha shall abide by all the rules and regulations of the University in its functioning of Career Center at the University.
- 3.7 Medha shall furnish all relevant information, progress reports and impact evaluation reports corresponding to the project, to the University as and when required or demanded by the latter.
4. ROLE & OBLIGATION OF THE FIRST PARTY IN SUPPORT OF PROGRAMME

- 4.1 The University shall provide access to a suitable air-conditioned room (of minimum 1000 sq. ft. area) located centrally on campus, which can be converted into a Career Center, with access to electricity, wireless internet, student furniture and other basic amenities/facilities, as available at the University.
- 4.2 The University shall allow Medha to bring in, store, use and retain ownership of its own equipment, laptops, printer, projector and training materials into the room provided, as per the requirement of the Center. The ownership of such equipment including the laptops brought by the Second Party shall at all times remain with the Second Party.
- 4.3 The University shall provide housing facility as available on the campus to the facilitator (Medha staff) deputed full-time at the Career Center throughout the academic year.



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- 4.4 The University shall allow the Center to communicate the students about the Programme implemented at the Center by means of signboards, posters, banners, awareness events and workshops etc. organized from time to time on the campus through the Center in consultation with the University.
- 4.5 The University shall allow and facilitate the students to avail the modules within the Programme implemented at the Center. The University shall endeavor to integrate the Programme in the University's curriculum in due course.
- 4.6 The University shall allow cobranded (University in collaboration with Medha) certificates to be issued to students successfully completing the modules at the center.
- 4.7 The University shall nominate a single point of contact to facilitate and troubleshoot the Programme at the University.
- 4.8 The University shall ensure full support and cooperation to the Center staff in all aspects of the Center functioning to ensure effective delivery of the Services to the students.

5. REPORTING OBLIGATION

The **Second Party** shall submit to the **First Party**, reports and documents as may be specified and at such frequency as may be agreed upon between the two parties. The **Second Party** will collect and maintain the records of students served from the Center and shall monitor & evaluate and report to the **First Party**.

6. ARBITRATION

Both the parties shall use all reasonable endeavors to resolve or settle the disputes through mutual negotiation and discussions in connection with this MOU or the interpretation thereof. Any and all disputes, controversies and conflicts ("**Disputes**") arising out of this Agreement between the parties or arising out of or relating to or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation thereof which cannot be settled or resolve amicably shall be referred for arbitration to a suitable committee at Narendra Dev University of Agriculture and Technology. The arbitral award shall be in writing and shall be final and binding on each party. None of the parties shall be entitled to commence or maintain any action in a court of law upon any Dispute arising out of or relating to or in connection with this MOU.

7. CONSEQUENCE OF BREACH

- a. It shall be obligatory on part of either party to ensure delivery of timely services and facilitation as per the pre-approved plan as agreed upon in the MoU.
- b. In the event of breach of any term or conditions of this agreement, either party shall have the right to terminate this agreement and recover costs incurred that are associated with the project.

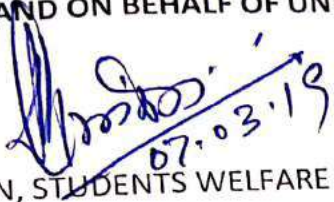


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In witness whereof, the parties hereto have caused the agreement to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF UNIVERSITY


07.03.19

DEAN, STUDENTS WELFARE
NARENDRA DEV UNIVERSITY OF AGRICULTURE
AND TECHNOLOGY, AYODHYA
UTTAR PRADESH Kumarganj
Faizabad.

FOR AND ON BEHALF OF MEDHA


EXECUTIVE DIRECTOR

MEDHA LEARNING FOUNDATION
LUCKNOW
UTTAR PRADESH



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29 JUN 2020

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FN 116972

MEMORANDUM OF UNDERSTANDING (MoU) BETWEEN THE U.P. COUNCIL OF AGRICULTURAL RESEARCH (SPONSORING INSTITUTE) AND IMPLEMENTING AGENCY

(duly submitted on notary stamp as per state govt. norms)

The Acharya Narendra Deva University of Agriculture and Technology, Kumarganj, Ayodhya-224229 (U.P.) (IMPLEMENTING AGENCY IN RESPECT OF AN AD-HOC RESEARCH PROJECT FINANCED FROM THE AGRICULTURAL RESEARCH FUNDS)

The U.P. Council of Agricultural Research (Sponsoring Agency), Acharya Narendra Deva University of Agriculture and Technology, Kumarganj, Ayodhya-224229 (U.P.) Implementing Agency) and PI agree to co-operate in conducting Research under an Ad-hoc project entitled "Development of suitable model to harvest the optimum potential of fish production in sodic soil of Uttar Pradesh" sanctioned by the Council and communicated to the implementing agency vide this Council's letter No.213/सो.नि./परि/2020 dated 01/07/2020 to be located at Department of Aquaculture, College of Fisheries under The Acharya Narendra Deva University of Agriculture and Technology, Kumarganj, Ayodhya the supervision Director Research and the leadership of Dr. Laxmi Prasad.

1. In order to achieve the objectives set out in the project within the targeted time, the U.P. Council of Agricultural Research (Sponsoring Agency) agrees to provide for the following:

- Consolidated remuneration of the scientific personnel provided in the approved project.
- Travelling allowance.
- Recurring and non-recurring contingencies to the extent provided in the project.

2. The implementing agency agrees for the following:

- To nominate at least one Co PI of the relevant field to facilitate the PI who may act as PI in the absence of PI.
- To implement the project including the appointment of staff within six months from the date of final approval of the project by the Council.

- (c) The implementing agency shall intimate to UPCAR at least one week in advance the date of interview for appointment of Research Fellow in the said project so that some one from the UPCAR may be deputed. However, the presence of UPCAR nominee in interview shall not be mandatory.
- (d) To provide land and laboratory facilities required for the project.
- (e) To provide such equipment and other physical facilities as are required for the project work.
- (f) Recruitment of scientific and technical staff will be done by Principal Investigator in accordance with the recruitment procedure of university/implementing agency.
- (g) To provide such skilled and unskilled labor required for the project work.

Revised MoU - 2020

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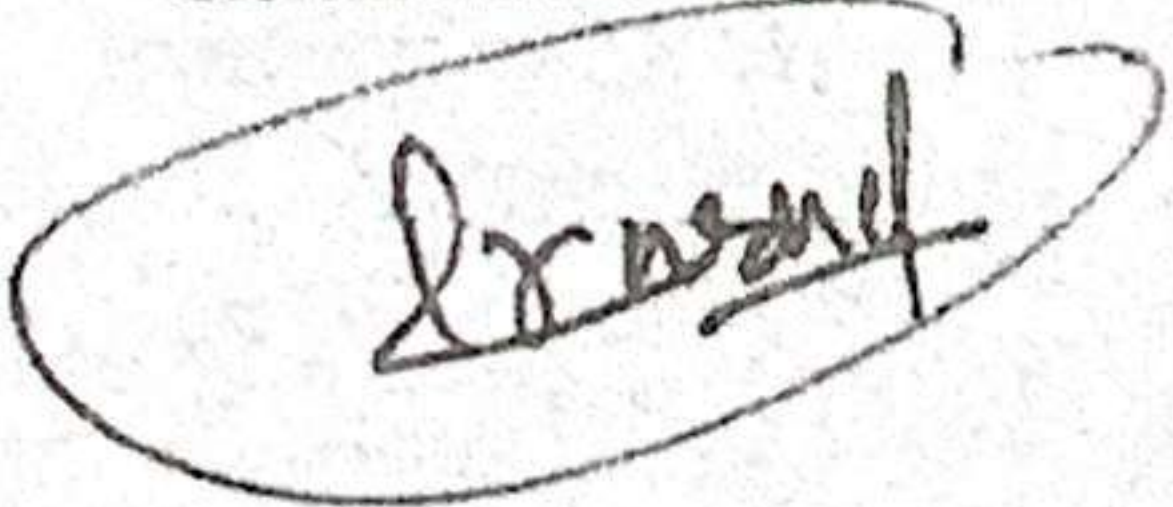
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- (h) To provide on their own such ancillary staff as Field/Laboratory Assistants or Attendants, Clerks and Stenographers, etc. as are required for the project work.
 - (i) To avoid transfer of the scientific staff appointed for the project.
 - (j) Project will not be transferred to other Department/Investigators.
 - (k) To permit the scientific staff to attend the relevant All-India Workshop, Seminars, symposia, Conferences, Group Meetings etc. organized by the relevant co-ordinated research projects.
 - (l) To use the staff exclusively for the project work.
 - (m) To use the funds provided under the project exclusively to the project work.
 - (n) To render accounts to the Council regularly and on time.
 - (o) To furnish regularly and on time satisfactory/half yearly and annual reports.

3. *The U.P. Council of Agricultural Research and the implementing agency mutually agree that:*

- (a) The scientific staff provided under the project would be utilized exclusively for the project work. However, in exceptional cases, they may be engaged for post-graduate teaching or guiding research. But such engagements should in no case exceeded 25% of the time of the scientists.
- (b) Change of Principal Investigator/Leadership is not acceptable.
- (c) Scientific Staff would attend the workshop meetings and present their data for discussion.
- (d) Normally grants are released twice a year. The first installment would be released immediately after signing of MOU. The second and subsequent installments would depend upon the receipt in the Council of the satisfactory half yearly and annual progress reports.
- (e) The specifications of machinery/equipments etc. approved in the project under non-recurring contingency shall be sent to UPCAR (Sponsoring institute) and the authorized nominee of the UPCAR may inspect the equipments/machinery so as to check that the equipment procured in the project are in accordance with the specifications provided to UPCAR.
- (f) Non-recurring contingency shall be released to the implementing agency with the first installment for the procurement of non-recurring items/equipments approved in the project. However, the procurement of equipments etc. should be made within one year from the start of the project otherwise it will be deemed that the said equipments are not required in the project and UPCAR will withdraw the fund allocated for non-recurring items.
- (g) The implementing agency would ensure the satisfactory progress of work under the project as per the approved technical programme. Non-performer research projects will be identified on the basis of half yearly/annual review in the event of unsatisfactory progress of work, the implementing agency will be asked to take necessary disciplinary action against the concerned PI and to refund the money invested in the project.



(h) Six monthly Utilization Certificate will be submitted by the P.I., Head of Institution and designated Finance Officer/ F&AO/ Comptroller of the Lead and each Cooperating centre indicating the head wise expenditure incurred and resultant unspent balances/ savings. Only on the receipt of UC, any funds will be released for the next installment, after adjusting for the savings from the previous UC. Each of the Lead and the Cooperating Centre will submit the 'Audited Utilization Certificate' (AUC) for the previous year in the sanctioned heads and sub-heads as demanded by UPCAR. The Central University/ ICAR/ CSIR/ State Government Institutes will get the AUC from the CAG/ CAs. The Universities (General and Agricultural) and the non-ICAR institutes will have the option to get the certificate from their statutory auditors or from a Chartered Accountant empanelled by the AG Accounts/ Audit of state governments. The private and NGO institutions will get the certificate from a Chartered Accountant empanelled by the AG Accounts/ Audit of state governments. The cost of hiring the Chartered Accountants will be met out of the recurring contingency/ miscellaneous/ institutional charges.

(i) The final report would be submitted to the Council within three months after the closure of the project.

(j) The date of commencement of the project shall be the date of release of first installment to the implementing agency.

(k) The IP generated from the project by Implementing Agency will be the joint property of Implementing Agency and UPCAR, Lucknow (Sponsoring Agency). It shall be the responsibility of Implementing Agency to take necessary action for protection of the intellectual property arising out of the project through proper instruments.

(l) The Intellectual Property (patentable/licensable) developed may be transferred to other entrepreneur on a non-exclusive basis on such term and conditions as may be determined by UPCAR.

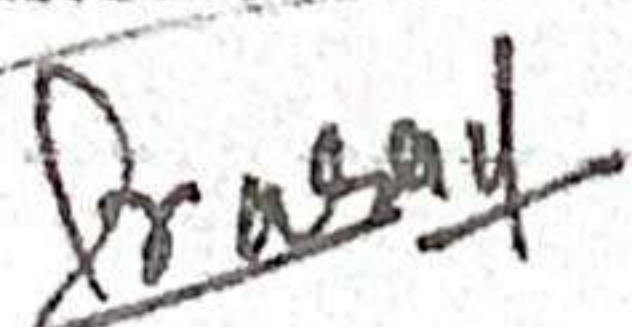
(m) All the assets including the equipment's and produce acquired will be the property of UPCAR or otherwise decided by Council. The rights of Intellectual Property under this MoU shall not be transferred to any other party without prior approval in writing of UPCAR.

(n) All publications i.e. bulletins, books, pamphlets etc. developed under the project should be approved from UPCAR prior publication.

(o) It shall be the responsibility of Implementing Agency to ensure that support of UPCAR is suitably acknowledged in the publications (paper, reports and other literary creations) arising out of the project.

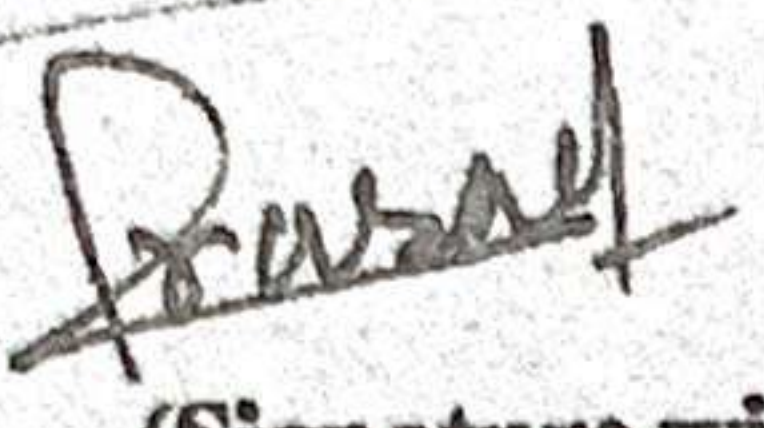
(p) Under projects related to development of BCA (naturally occurring or created based on human intellect) generic name of microbe should be communicated to UPCAR along with progress report whereas, council may direct to disclose the name of strains. Detailed information regarding submission of microbe to repository must be communicated to UPCAR.

(q) In case of new plant varieties developed/collected from farmer field under UPCAR funded projects the application must be forwarded through UPCAR to PPVFRA and Council will be included as co-owner regarding benefit sharing through registered plant varieties under PPVFRA.

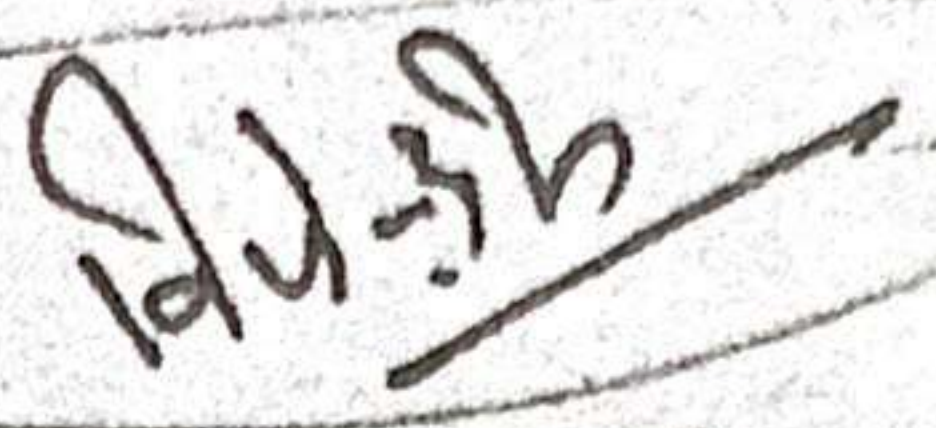


(r) All materials developed under the project and isolated strains of microbes must be deposited to concern authority (NBPGR/PPVFRA in relation to plant material and NAIMCC, NBAIM, Mau for in relation to microbes).

This memorandum of understanding shall become effective from and shall continue till which would be the date of termination of the present term of the project.



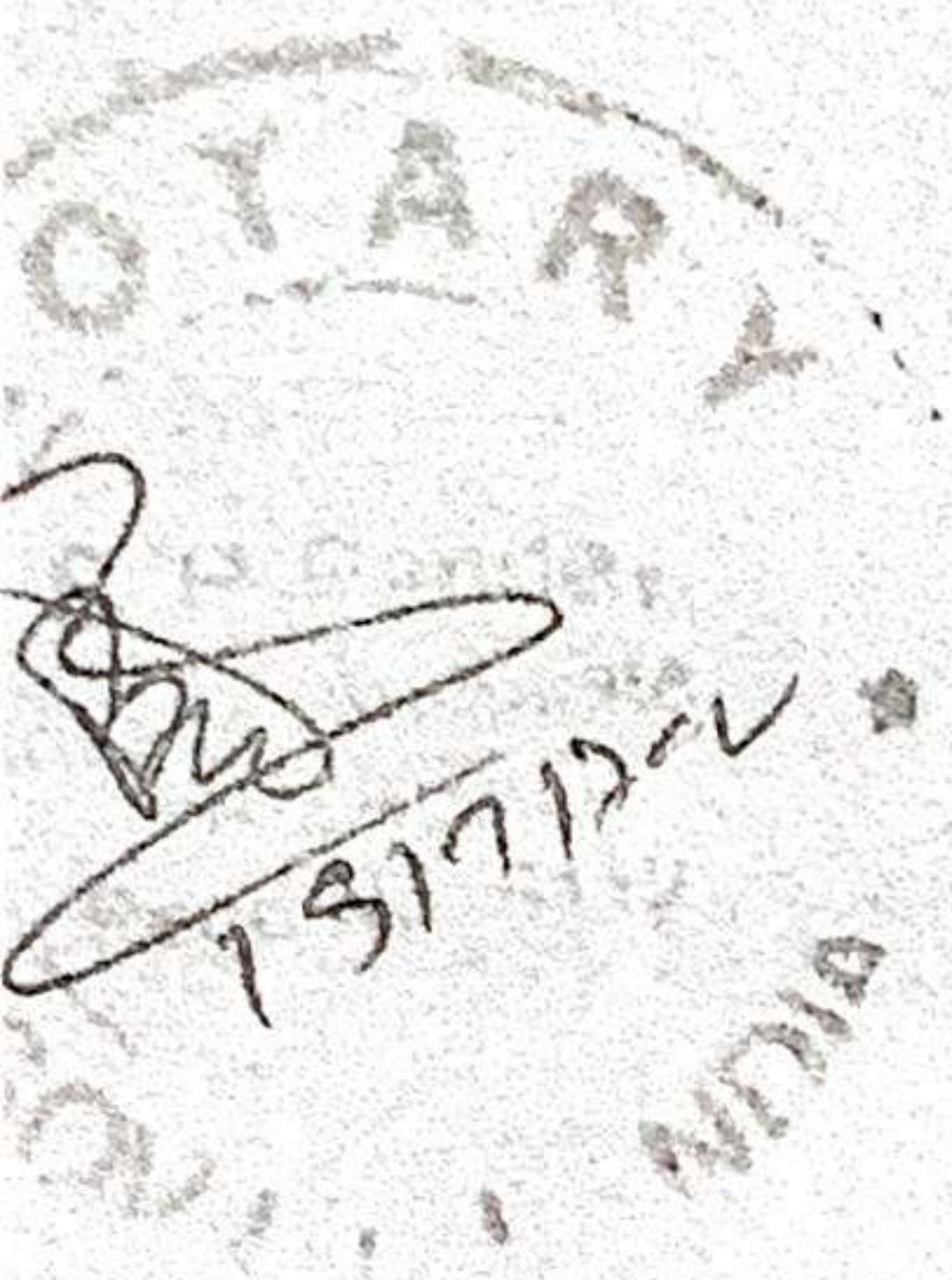
(Signature with seal)
Principal Investigator



(Signature with seal)
Head of Implementing agency
Vice-chancellor
A N D Univ of Agric. & Tech
Kumarganj, Ayodhya (U P)

(Signature)
Secretary


U.P. Council of Agricultural
Research



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13/7/2020

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15.7.2020

Name of Depositor: State of U.P.
Identified by SA: 13/7/2020
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INDIA
13/7/2020



N.S. Affixed Rs 100.



NOTARY
D.S. TRIPATHI
Advocate
Teh. Milkipur
उत्तर प्रदेश UTTAR PRADESH
Reg. No.
54 (14) 2000
GOVT. OF U.P. INDIA

FN 213186

AGREEMENT

Project - Supporting Straw Management Solution by providing New Holland Equipment to prevent crop burning in Akma Village of Acharya Narendra Deva University of Agriculture and Technology, Kumarganj, Ayodhya-224229 (U.P.).

Selected by the CNH Industrial (India) Private Limited under its CSR Policy in the calendar year 2020.

This Agreement dated 7th November, 2020 (Effective Date) contains the terms and conditions for Project – Supporting Straw Management Solution by providing New Holland Equipment to prevent crop burning in Akma Village of Ayodhya District through Acharya Narendra Deva University of Agriculture and Technology, Kumarganj, Ayodhya-224229 (U.P.).

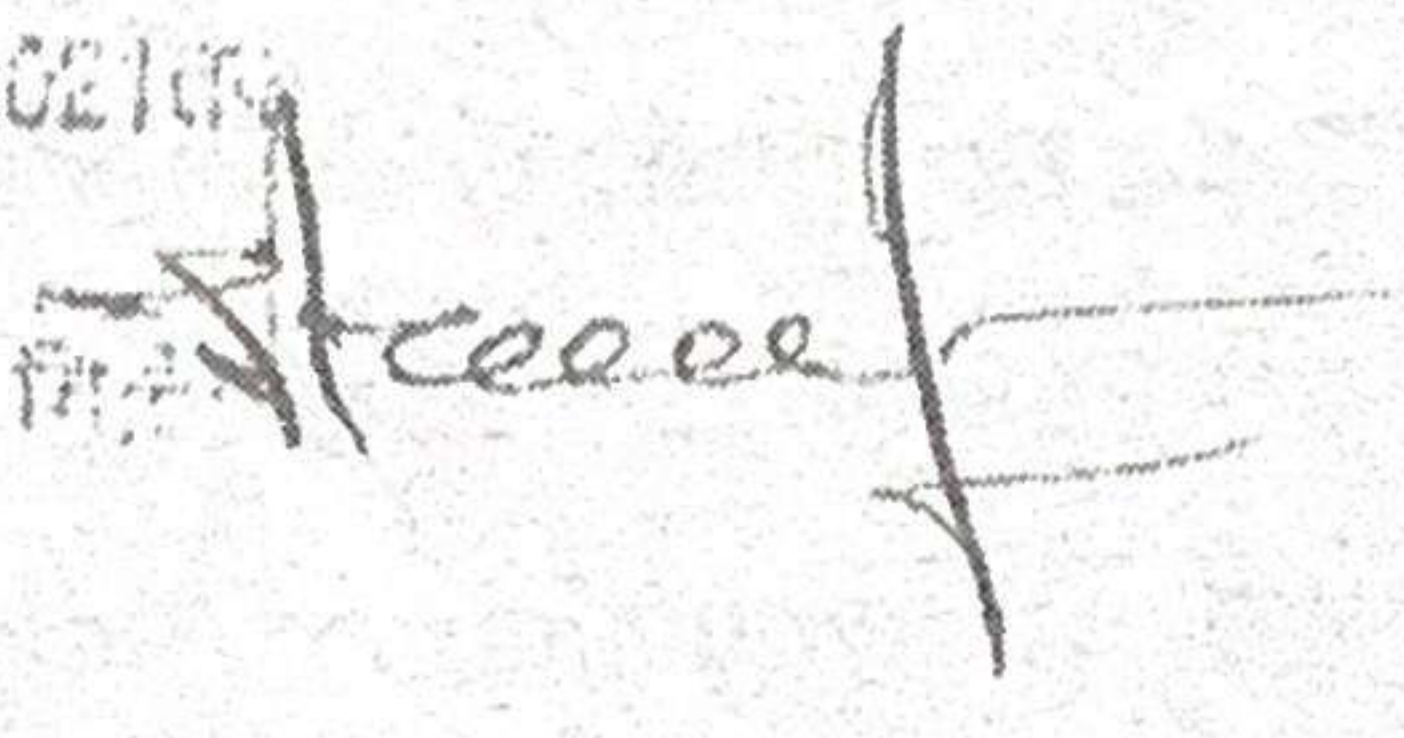
The CSR Project under this Agreement is driven by way of support led by CNH Industrial (India) Private Limited by providing to the Acharya Narendra Deva University of Agriculture and Technology, Kumarganj, Ayodhya-224229 (U.P.), the CNH Agriculture Equipment comprising of 1(One) Tractor(New Holland Model 3600-2) with 1 (One) Baler (Model BC 5060), 1 (One) Rake (Model RKG 129) , 1(One) Mulcher (Model Shredo 7 Ft), & spare kit (hereinafter collectively referred to as "CSR Equipment") to support the Government initiative to prevent crop/ straw residue, creating awareness of the benefits of straw management solutions, explaining the possible revenue streams/ options available on baler output (straw bales), creating awareness on environmental hazards of straw

100/-

दि०.....रजिस्टर न० 327
नाम तथा पता ग्राम.....
श्रीधर घान्डेय स्टाम्प विक्रेता
उप निबन्धक कार्यालय तह० मिल्कीपुर, अयोध्या
सा० न० 170 / 14-9-2020 To 31-3-2021

रु० 100/-
आचार्य नरेंद्र देव लाल
दि० शुभारंभ अयोध्या

हस्ताक्षर स्टाम्प मि०



burning. The total amount of CSR Contribution incurred by CNH Industrial (India) Private Limited under this CSR Agreement shall cover for the (a) value of the CSR Equipment provided to **Acharya Narendra Deva University of Agriculture and Technology, Kumarganj, Ayodhya-224229 (U.P.)** is INR 2100000/- Indian Rupees Twenty one Lakhs only (b) RTO registration and related expenses, (c) one time prepaid first year insurance premium and (d) the onetime cost of transportation to the office of **Acharya Narendra Deva University of Agriculture and Technology, located at Kumarganj, Ayodhya-224229 (U.P.)**.

This Agreement dated 7th November, 2020 (Effective Date) contains the terms and conditions for Project

From

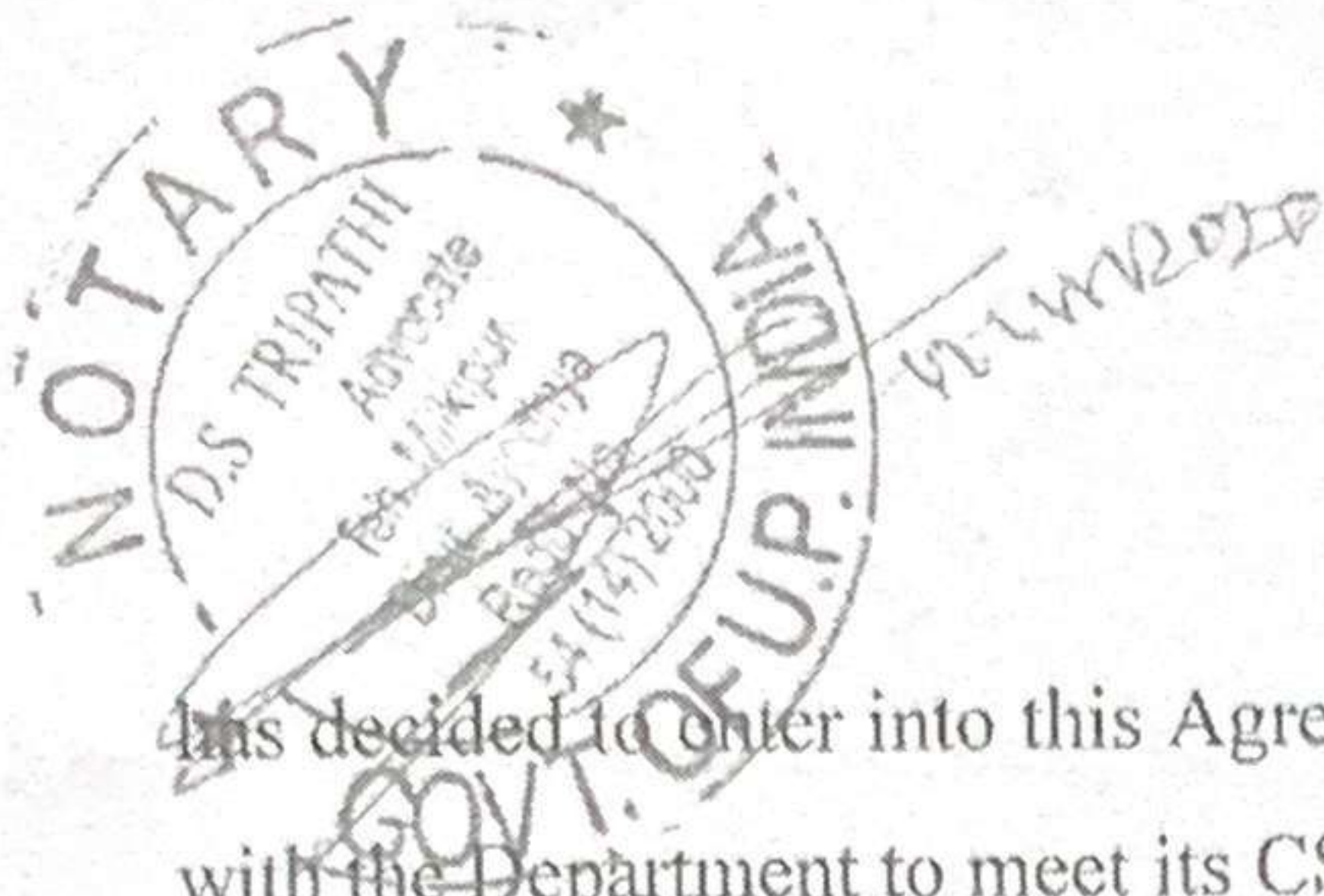
CNH INDUSTRIAL (INDIA) PRIVATE LIMITED, a company incorporated under the provisions of Companies Act, 1956, having its registered office at Level 4, Rectangle 1, Commercial Complex, D-4, Saket, New Delhi 110017, Corporate Office at 3rd Floor, Plot No. 14A, Sector – 18, Maruti Industrial Complex, Gurugram, Haryana – 122015, and Tractor Manufacturing Plant at Industrial Plot No. 03, Udyog Kendra, Gautam Buddha Nagar, Greater Noida, Uttar Pradesh - 201 306(hereinafter referred to in as the “CNH Industrial”).

Represented by Mr.Mohit Sugla (Chief Accounting Officer)duly empowered to act and bind CNH Industrial (India) Private Limited

To:

Acharya Narendra Deva University of Agriculture and Technology, Kumarganj, Ayodhya-224229 (U.P.). having its head office at **Acharya Narendra Deva University of Agriculture and Technology, Kumarganj, Ayodhya-224229 (U.P.)**. (Hereinafter referred to as “Department”) acting through **Dr. Shambhoo Prasad, Dy. Director Research, Acharya Narendra Deva University of Agriculture and Technology, Kumarganj, Ayodhya-224229 (U.P.)**.

CNH Industrial and the Department, hereinafter collectively be referred to as “Parties” and individually as “Party”).WHEREAS, in compliance to Corporate Social Responsibility (“CSR”) obligations under the Companies Act, 2013 (“Companies Act”) and Companies (Corporate Social Responsibility Policy) Rules, 2014 (“CSR Rules”), CNH Industrial to be socially responsible and undertake any of the prescribed activities under Schedule VII of the Companies Act, CNH Industrial



has decided to enter into this Agreement. Accordingly, CNH Industrial is entering into this Agreement with the Department to meet its CSR obligations under the Companies Act.

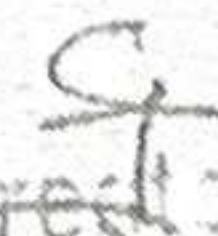
Whereas for implementation of its selected corporate social responsibility activity, CNH Industrial has considered and selected the proposal from the Department for execution of the Project (herein referred to as "**Project**") on terms and conditions as contained herein.

By signing this Agreement and accepting the CSR Contribution, the Department through its duly authorized signatory, makes the representations and agrees to the obligations and conditions below, including the Annexures which constitute an integral part of this Agreement.

1. The Parties hereto agree that the aforesaid recitals shall form the integral and operative part of this Agreement and shall be treated as covenants hereof.

2. Interpretation

In this Agreement unless the context otherwise requires:


Dy. Director Research
N.D.U.A.T. Kumarganj
Faizabad

(a) The annexures are incorporated herein and shall form integral part of this Agreement.

(b) Words denoting the singular number shall include the plural and vice versa.

(c) Words denoting any gender shall include all genders.

(d) Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the appropriate corresponding meaning.

(e) Words denoting natural persons shall include corporations and vice versa.

(f) Headings are for convenience only and shall not affect interpretation.


(g) References to any Party in this Agreement shall include the Party's successors and permitted assigns.

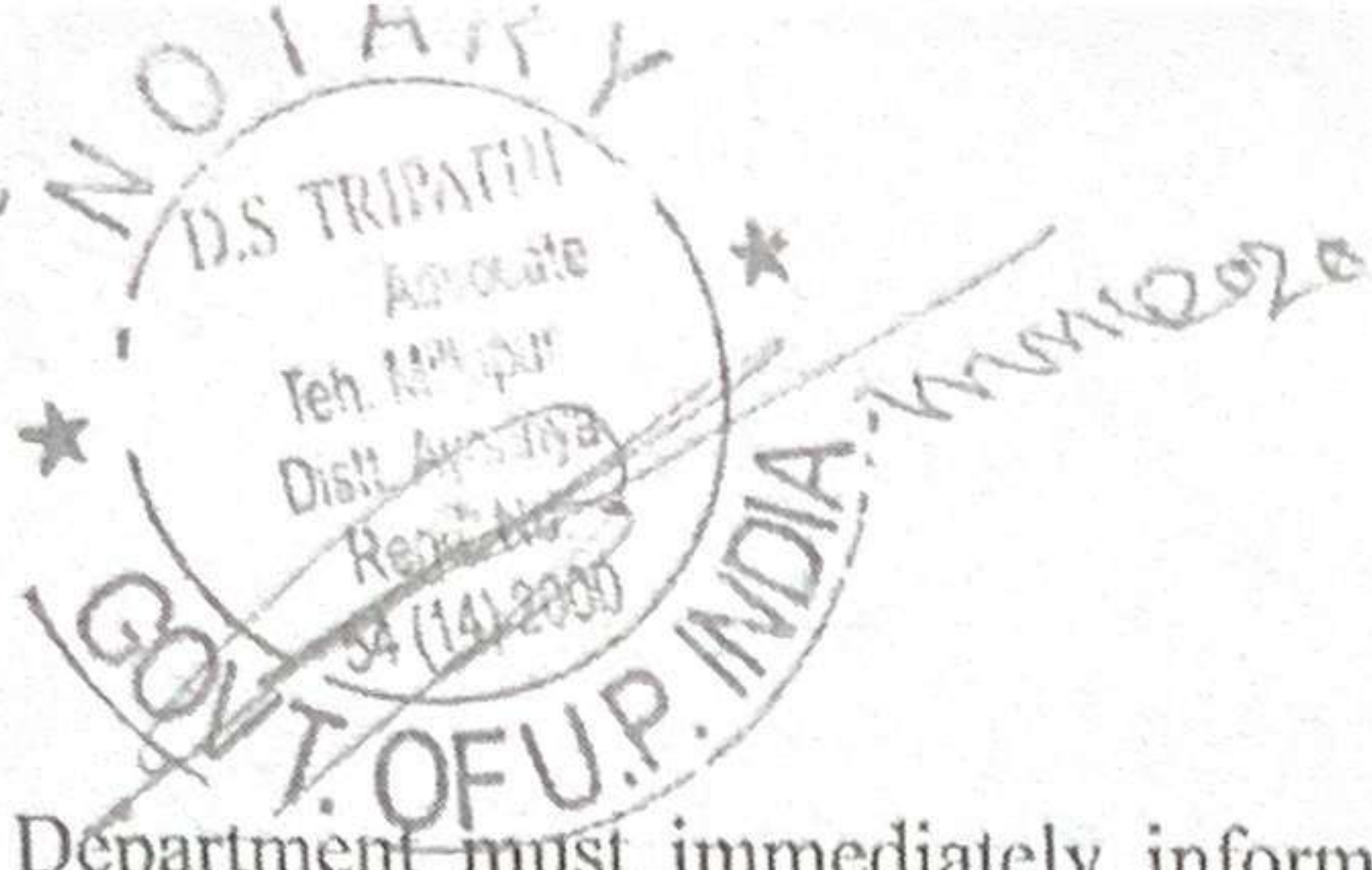
(h) References to Clauses and annexures are to clauses and annexures of this Agreement.

3. Purpose of the CSR Contribution

The purpose of this CSR Contribution is to support Straw Management as Crop Burning Solution through the Department by providing CSR Equipment for Straw Management Solution of New Holland Equipment to the Department to prevent crop burning in **Ayodhya District**.

(Hereafter referred to as the "Project"), the details are described in Annex I.


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Department must immediately inform CNH Industrial of any request for proposed significant change to the purpose of this CSR Contribution. Any modification shall be confirmed in a written Amendment signed by the Parties.

The Department must also disclose all details in respect of all agreements with other stakeholders, if any, involved in the Project prior to the finalization of such agreements.

4. Parties involved

Dy. Director Reser.
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4.1 Role of the Department

The Department is in charge of ensuring that the purpose of the CSR Contribution is achieved by way of:

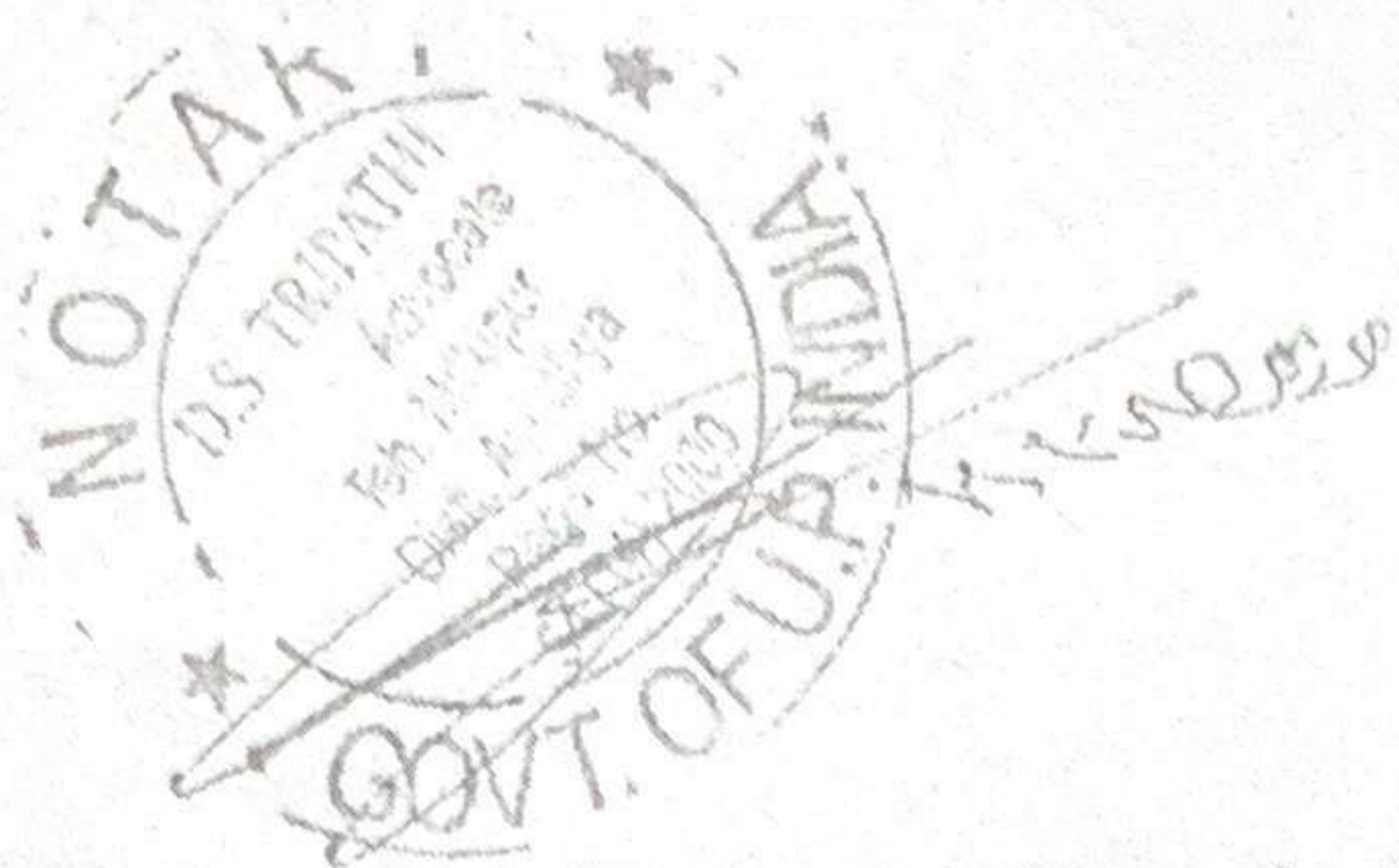
- Implementing the Project, in line with Annex I (the description of the Project) and all the documents forming part of Annex II
- Obtaining all necessary authorisations, permissions, approvals etc. as are required for the Project.
- Develop the Project with modalities of execution of the Projects, defined activities, targets, timelines, budgets, assign responsibility and accountability etc., with other partners and stakeholders for the Project activities.
- Provide to CNH Industrial all documents, support as may be required to get the ownership transfer and registration of CSR Equipment in the name of Department.
- Reporting to the CNH Industrial Representative on the implementation progress and facilitate continuous monitoring of the Project
- Any other activity which the Parties may mutually agree.


Notwithstanding, anything to the contrary as may be contained under this Agreement, the Department irrevocably agrees and undertakes that it shall continue to be solely responsible for implementation of the Project.

The Department commits to call upon only qualified personnel to carry out the Project and to accept only quality materials, if possible certified.

The Department shall devote such resources, time, attention and energy to provide its services as desired by Project from time to time or by the CNH Industrial. Department shall engage requisite number of personnel, supervisory personnel and staff (herein after referred to as 'Department Team') to facilitate the rendering of the services under the Project on time and in an efficient

Dy. Director Reser.
N.D.U.A.T. Kumarganj
Faizabad




Dy. Director Research,
N.D.U.A.T. Kumarganj
Faizabad

manner. Such Department Team for all purposes will be the employees of the Department and shall have no relationship with CNH Industrial.

By this Agreement, the only commitment of CNH Industrial is to provide the CSR Contribution, subject to the conditions described in this Agreement. No other liability whatsoever can be claimed against CNH Industrial.

The Department will then remain fully liable for all works and actions carried out with this CSR Contribution. The Department will have or will take any necessary insurance to cover all risks which could arise from them in order to prevent CNH Industrial from and against any claim.

4.2 Role of CNH Industrial

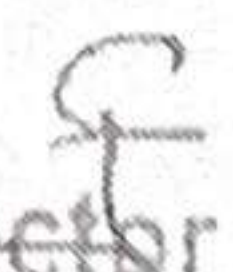
CNH Industrial is responsible for providing the support to run the Project to support the Government initiative to prevent burning of crop/ straw residue, creating awareness of the benefits of straw management solutions, explaining the possible revenue streams/ options available on baler output (straw bales), and creating awareness on environment hazards under its CSR Initiatives. Under the Project, CNH Industrial shall make a CSR contribution by way of providing a free of cost agricultural equipment comprising of 1 Tractor (New Holland Make 3600-2), 1 (One) Baler (Make BC5060), 1 (One) Rake (Make RKG 129) , 1 (One) Mulcher (Model Shredo 7 Ft) & spare kit (hereinafter collectively referred to as "CSR Equipment") to Department. The total amount of CSR Contribution incurred by CNH Industrial (India) Private Limited under this CSR Agreement shall cover for the (a) value of the CSR Equipment provided to Department is INR 2100000/- Indian Rupees Twenty One Lakhs only, (b) RTO registration and related expenses, (c) one time prepaid first year insurance premium and (d) the onetime cost of transportation to the office of **Acharya Narendra Deva University of Agriculture and Technology located at Kumarganj, Ayodhya.**

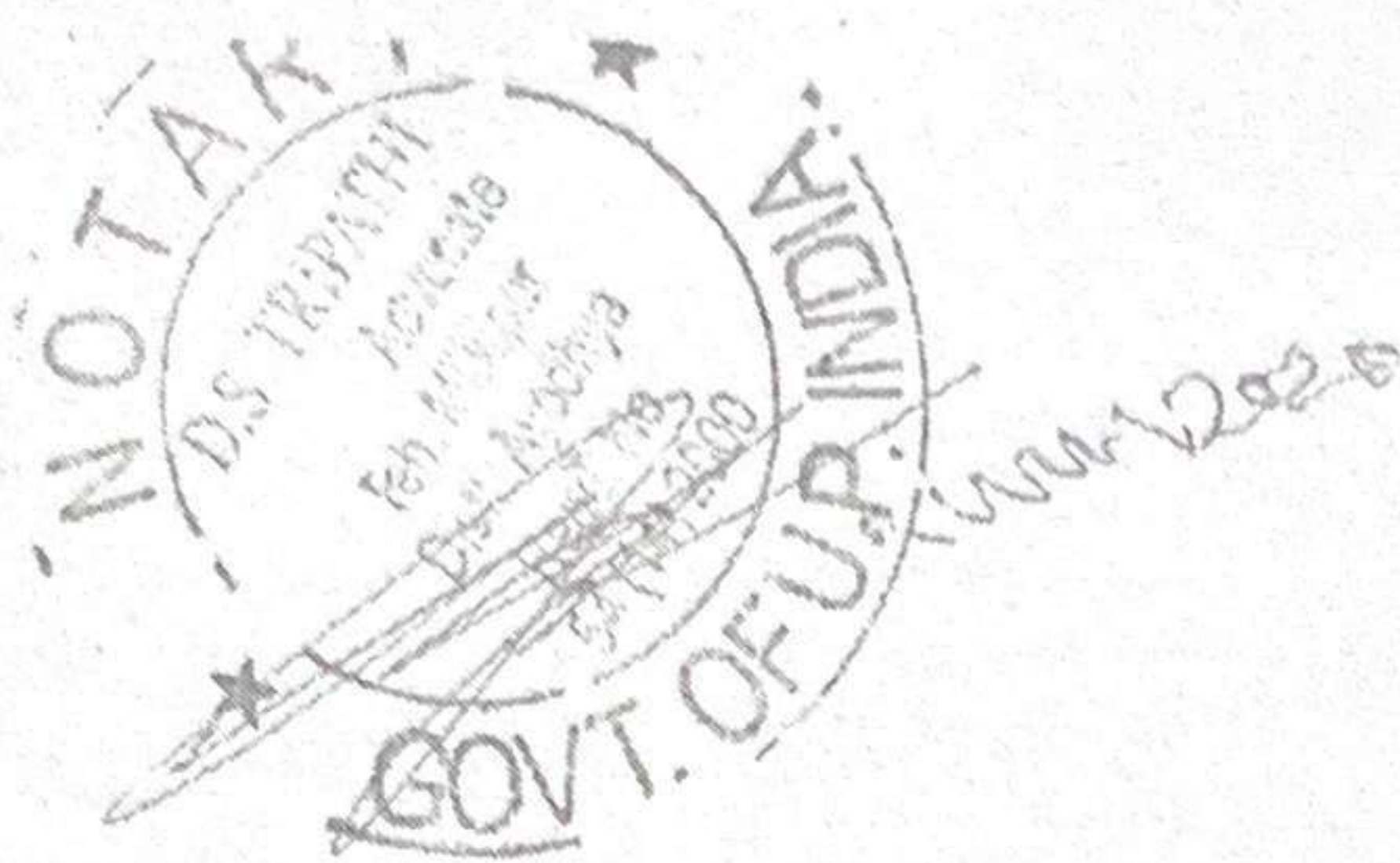
CNH Industrial may, at its own discretion, visit the Project at any time to have its own view of the progress of the Project.

4.3 Role of the CNH Industrial Representative

The CNH Industrial Representative is the systematic go-between between the Department , which implements the Project, and CNH Industrial, which provides the CSR Contribution.

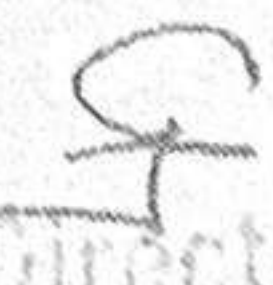
The CNH Industrial Representative is in charge of following the implementation of the Project and transferring, delivering, invoicing of the equipment to the Department at "Nil" Price and registering the Equipment in the name of the Department. He/ She validates the documentation,


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request and obtain necessary documents required for registering the CSR Equipment in the name of **Dy. Director Research, Acharya Narendra Deva University of Agriculture and Technology, Kumarganj, Ayodhya-224229 (U.P.)** and delivering the CSR Equipment to the office of **Directorate of Research , Acharya Narendra Deva University of Agriculture and Technology, Kumarganj, Ayodhya-224229 (U.P.)** and then forwards the request with his approval to CNH Industrial for payment.

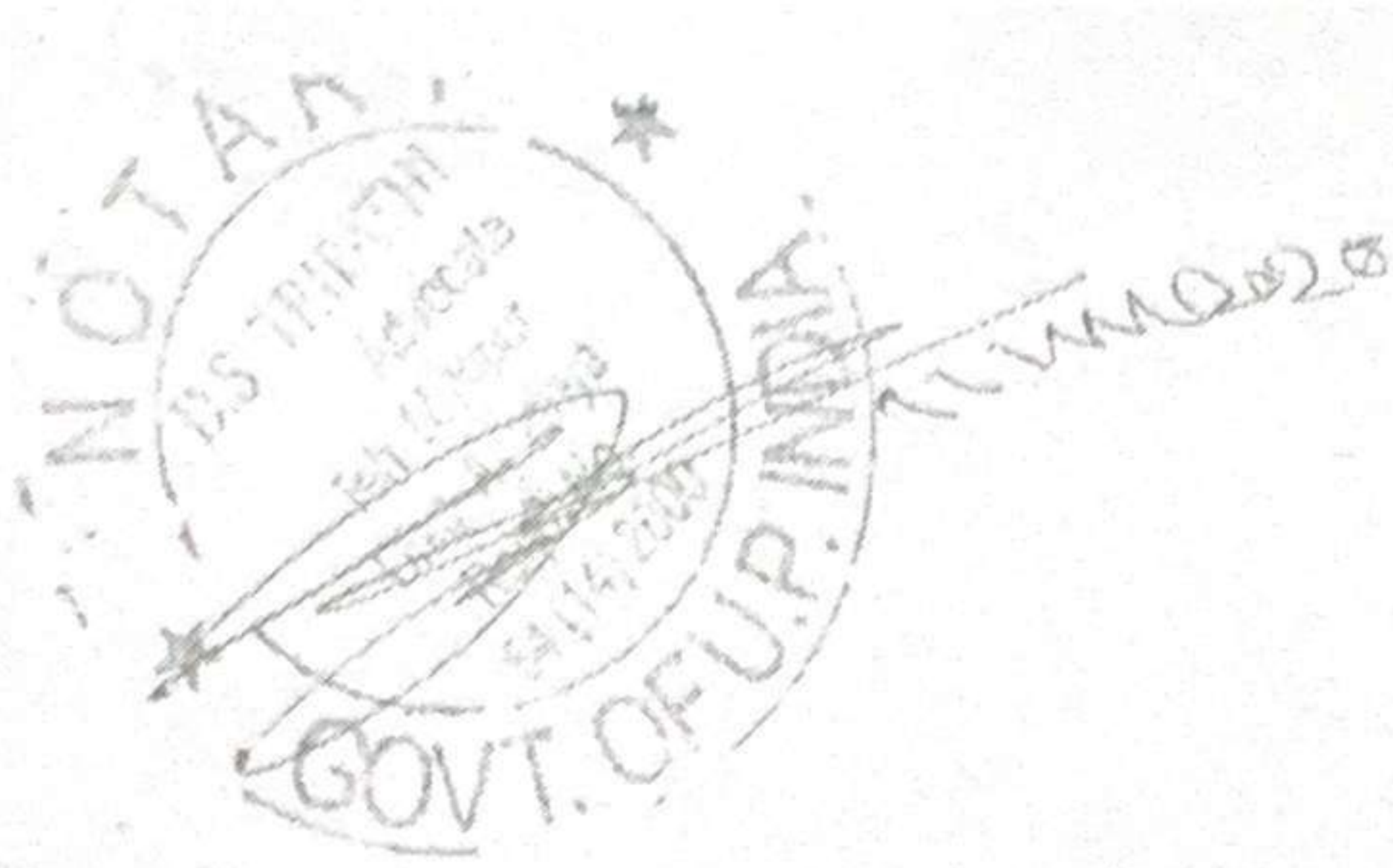
The CNH Industrial Representative may visit the Project every three (3) months or as and when deemed necessary by CNH Industrial and may ask Department to submit such details as may be required for validating the Project progress, sustainability and audit queries on the scope of the Project. The Department agrees to assist the CNH Industrial Representative in every possible manner as to enable the Project monitoring and inspection. Such assistance will not be limited to explaining the CNH Industrial and CNH Industrial Representative on the use of CSR Contribution in the Project but also includes accompanying the CNH Industrial Representative or other authorised personnel to Project office, Project site(s), Custom Hiring Centre(s) and communicating with project-in-charge, etc. The above shall however be subject to the confidentiality obligations set out in Clause 9 hereto and the CNH Industrial Representative be bound by it.


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5. Representations of the Parties:

5.1 Each Party represents and warrants to each other as on the date of this Agreement that:

- a. It is an entity duly registered and validly existing under Applicable Laws of India and is legally capable and has authority to enter into and perform its obligations under this Agreement and to carry out the obligations contemplated hereby;
- b. The making, execution, delivery and performance of this Agreement and the performance of the obligations hereunder, are duly authorized by all necessary corporate action. The officers or attorneys whose signatures appear on this Agreement, been duly authorized to sign this Agreement on its behalf. This Agreement constitutes the valid and binding obligation of the Parties, enforceable against each in accordance with its terms;
- c. Neither the execution nor performance of this Agreement, nor the compliance with its terms and conditions, will conflict with or result in a breach of any of the material terms, conditions or provisions of, or constitute a default or require any consent under, any material indenture, mortgage, agreement or other instrument to which such Party is a party or by which it is bound, or violate any of the terms or provisions of such Party's organizational documents, by-

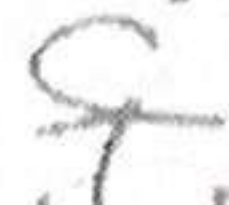


laws or other governing documents, or any material judgment, decree or order, or any material statute, rule or regulation applicable to such Party; and

- d. No consent, approval or authorization of, or declaration or filing with, any governmental authority on the part of such Party is required in connection with the execution and delivery of this Agreement or the transactions contemplated herein, or if the consent, approval or authorization of, or declaration or filing with, any governmental authority is required, such consent, approval or authorization has been obtained or such declaration or filing has been made, or agreed to be made, and the necessary consent, approval or authorization shall be obtained in due course.

5.2 In addition to the above, the Department warrants as follows:

- a. That the Department has necessary experience, knowledge and resources for the purposes of implementation of this Project.
- b. That on the date of execution of this Agreement, the Department is not a "Related Party" to CNH Industrial, in terms of relevant provisions of the Acts and Rules including but not limiting Companies Act, 2013.
- c. **The Department undertakes and confirms that the Project under this Agreement is not co-funded, subsidised, cross subsidised directly or indirectly through any public-private partnership or otherwise by a government or government agency including autonomous bodies, private parties or individuals. The Department further confirms that it will not raise funding or claim subsidies or receive grant in present or future for the Project under this agreement from any government agencies or any other entity whether public or private. All the activities under this project will be funded through the CSR funds received from CNH Industrial (I) Pvt. Ltd., only.**
- d. The Department further undertakes and confirms that, in case, during the validity and existence of this Agreement and any renewal thereof, the Department becomes a Related Party to CNH Industrial as defined under relevant provisions mentioned hereinabove, it shall immediately notify CNH Industrial by way of written notice sent to the address specified for notices, in the Agreement.
- e. The Department represents and warrants to CNH Industrial that it is under no contractual or other restrictions or obligation which are inconsistent with the execution of this Agreement, or which will interfere with the performance of its services and duties as detailed under this Agreement. The Department represents and warrants that the execution and performance of


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this Agreement will not violate any policies or procedures of any other person or entity for which it performs services concurrently with those performed herein.


- f. The Department undertakes to comply with all applicable laws as applicable to its industry including but not limited to The Child Labour (Prohibition and Regulation) Act, 1986.

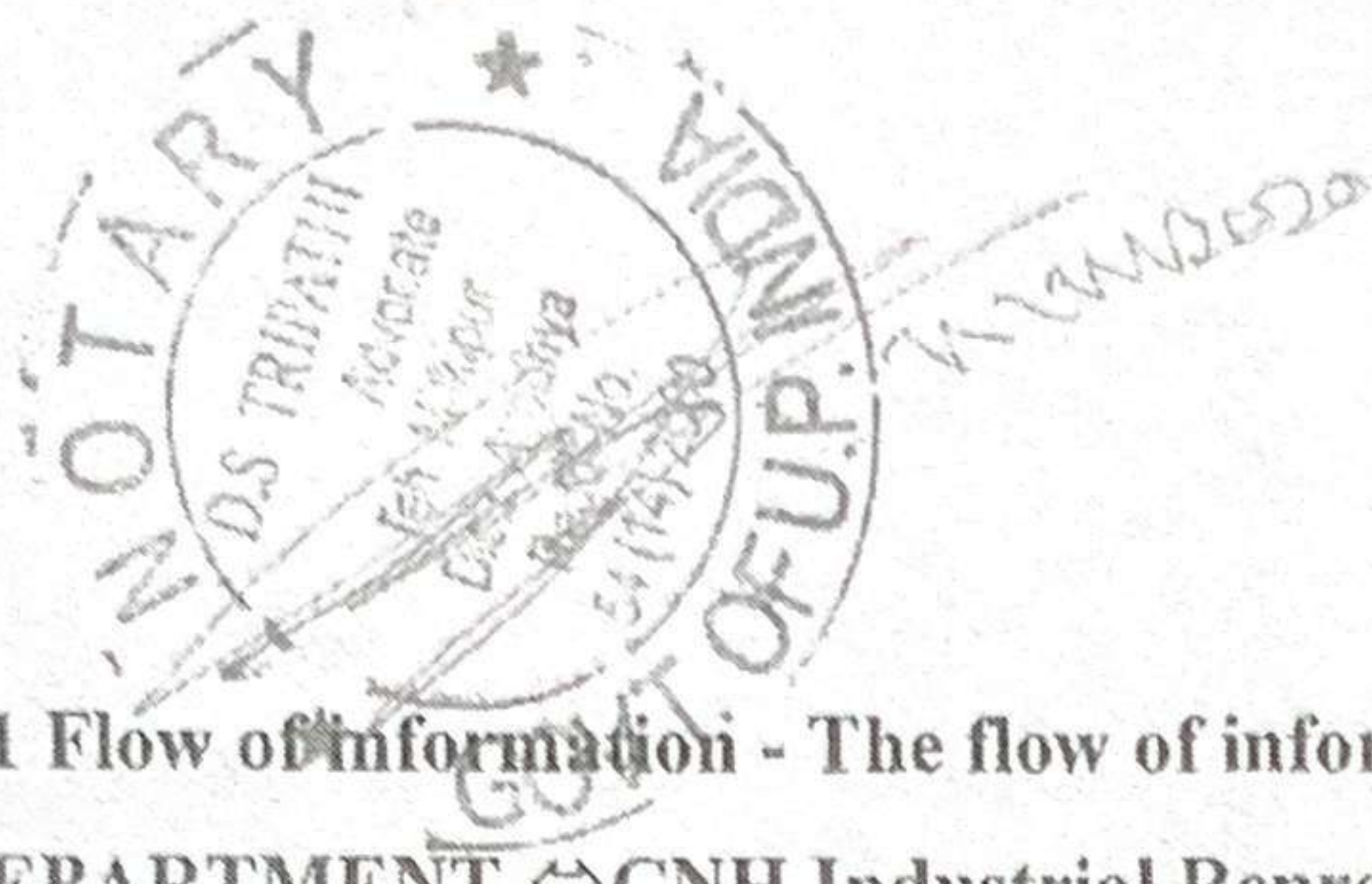
6. Reporting

- a. Types of reports - The Department undertakes and confirms that it shall send a confirmation cum undertaking that it has received a CSR Equipment from CNH Industrial as part of the Project under this Agreement as a CSR Contribution by CNH Industrial.
- b. The Department agrees to issue a certificate or such other document as may be required under the applicable laws to assist CNH Industrial claim the benefit of the CSR Contribution towards fulfilling the CSR obligations of CNH Industrial under the Companies Act and the CSR Rules.
- c. CNH Industrial shall be entitled to monitor the implementation of the Project through periodic review of the activities of the Project and the work of the Department.
- d. CNH Industrial reserves right to change or vary or revise the format of the progress report during the implementation of the Project to meet the Project goals or as per CNH Industrial CNH Industrial requirements for monitoring and evaluation of the Project, which shall be duly complied with by the CNH Industrial.
- e. The final report need to be submitted after the completion of the entire Project. It should demonstrate all results achieved from the Project.

The Department is responsible for reporting on this CSR Contribution until the Project is completed and all contractual obligations are fulfilled. On request from the CNH Industrial Representative, the Department shall provide any additional information required by CNH Industrial. Any false declaration in any of the reports submitted by the Department could result in the termination of this Agreement at the option of CNH Industrial.

Without prejudice, CNH Industrial shall, at its discretion, undertake or cause to be undertaken, evaluation of the outcomes of the Project during the tenure of the Agreement. The Department shall when required give CNH Industrial or its representative full cooperation and access to its records in connection with the Project and Agreement.


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6.1 Flow of Information - The flow of information regarding this Project is as follows:

DEPARTMENT ⇔ CNH Industrial Representative ⇔ CNH Industrial

Any notice or correspondence shall refer to this CSR Contribution at a contact detail of the addressees:

a. CNH Industrial (India) Private Limited

Mr. Mohit Sugla (Chief Accounting Officer)
Plot No 03, Udyog Kendra, Greater Noida-201306,
Uttar Pradesh, India
Fax No 0120-30569

b. Department

**Directorate of Research, Acharya Narendra Deva University of Agriculture and
Technology, Kumarganj, Ayodhya-224229 (U.P.).**

7. CSR Contribution

7.1 Use of the CSR Contribution - The CSR Contribution is to be used solely and exclusively for the purpose of this Project and shall not be utilised or diverted for any other purpose other than the Project. This CSR Contribution is made exclusively to the Department and shall not be transferred or assigned to any other person or organisation.

7.2 Books and records of the CSR Contribution - The Department will maintain books and records of the CSR Contribution received and the expenses incurred, until all the Project requirements have been fulfilled and as long as the Department is obliged by the local tax regulations.


This is a CSR Equipment delivery -based project. CNH Industrial shall not be responsible in any manner whatsoever other than the delivery of CSR Equipment to the Department. After the delivery is made CNH Industrial shall not be responsible towards the upkeep, running and maintenance of the CSR Equipment and Department of Agriculture shall be solely responsible for the usage, running, upkeep and maintenance of the CSR Equipment..

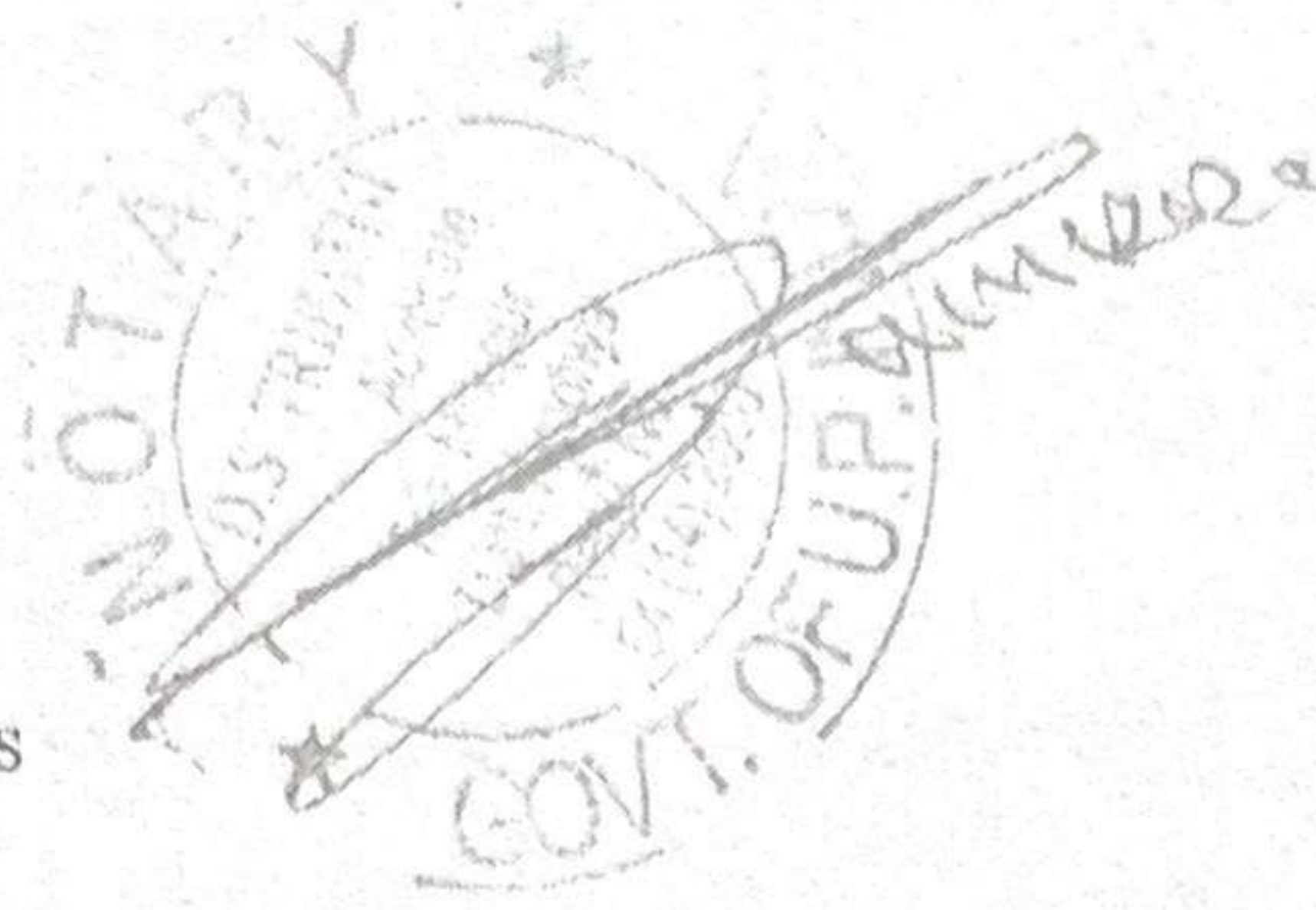
Any information/document/record/details requested by CNH Industrial would be promptly attended by the Department and supplied within time frame of 15 days.

8. Communication

8.1 Communication by CNH Industrial may provide information on this Project:

- a. in its periodic public reports


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- b. in press releases
- c. on its website
- d. in any other manner as required from time to time

It will then have a free right to copy or distribute photos of the Project result on any kind of support. By accepting the CSR Contribution from CNH Industrial, the Department agrees to such disclosure.

8.2 Communication by the Department - The Department has the obligation, each time it communicates on the Project benefiting from the CSR Contribution, on any kind of support:

- a. to inform the CNH Industrial Representative and give him a copy of all its communication, in whatever form,
- b. to indicate that this Project benefits from an CNH Industrial CSR Contribution and display the CNH Industrial or New Holland Logo (attached in Annex III)
- c. if the Department communicates on its own website, to add a link to the CNH Industrial India website to show the Project undertaken by CNH Industrial as its CSR initiative
- d. to install an "acknowledgement plate" when the Project results in a identifiable, of whatever type, indicating that this "thanks to the CSR Contribution of the CNH Industrial.

The Department will avoid adversely affecting the image and reputation of CNH Industrial, in particular by its behaviour, attitude or declarations.

9. Confidentiality and Intellectual Property

9.1 Confidentiality - During the course of carrying out its obligations under this Agreement, the Department acknowledges that it may have access or receive information on behalf of CNH Industrial or any affiliate of the CNH Industrial and that it may hold and develop its own Confidential Information that

- (i) relates to and its affiliates and/or their employees and/or their client(s) past, present or future research, development, or business activities and/or any proprietary products, materials, services, or technical knowledge and similar information, and/or
- (ii) is regarded as confidential by CNH Industrial and its confidential nature is disclosed to the Department at the time of providing such information ("**Confidential Information**").

In addition, the Department acknowledges and agrees that all information about or relating to this Agreement, and the activities and relationship of the Parties in furtherance and implementation thereof, whether received prior or subsequent to the effective date of this Agreement, is of a confidential nature and shall be subject to the same restrictions on use and disclosure as

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N.D.U.A.T.Kumarganj

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Confidential Information hereunder. In connection with the Confidential Information therewith, the following subsections shall apply:

- (a) The Confidential Information shall be used by the Department on a need to know basis and only to the extent it is required for the Department to fulfil its obligations under this Agreement
- (b) The Department shall protect the confidentiality of the Confidential Information in the same manner that the Department protects its own confidential information of like kind. Access to the Confidential Information shall be restricted to the Department and CNH Industrial personnel who will be subject to the same level of confidential obligation and the Department shall not disclose Confidential Information to any third party at any period except as expressly permitted in this Agreement or by CNH Industrial in writing.
- (c) The Department may disclose the Confidential Information to the extent necessary for the performance of this Agreement to its legal and financial advisors and consultants who are bound by confidentiality obligations to the Department, and to such employees (whether employed on permanent or temporary basis), board members, agents and subDepartment that sign a confidentiality agreement with the Department on the same terms as provided in this Agreement.
- (d) The Confidential Information may not be copied or reproduced without CNH Industrial prior written consent.
- (e) Unless otherwise expressly authorized in writing by CNH Industrial, all Confidential Information made available to the Department, including copies thereof, shall be returned to CNH Industrial upon the first to occur of (i) termination of this Agreement (ii) request by the CNH Industrial or (iii) end of this Agreement.
- (f) No information made available by one of the Parties to the others, including the content of this Agreement, may be disclosed or revealed to any person, at any time, without the prior written consent of the Party which is the source of the information. This provision shall not apply to disclosures required to be made for the performance of this Agreement, disclosures required to be made to a court of competent jurisdiction or arbitration panel or any government agency or regulatory body.

The Department understands and agrees that any use or dissemination of any information or materials in violation or breach of this Agreement will cause CNH Industrial irreparable harm, will leave CNH Industrial with no adequate remedy at law and will entitle CNH Industrial to injunctive

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relief in addition to all other remedies available under law for the time being in force. In case the Department violates its obligations hereunder, it shall reimburse CNH Industrial for reasonable costs and expenses incurred in enforcement of this clause. This obligation shall remain valid for ten (10) years after the end of this Agreement.

9.2 Intellectual Property – CNH Industrial shall own the report(s), data or other knowledge deliverables prepared by the CNH Industrial specifically for CNH Industrial as a part of this Project – the “Deliverables”. CNH Industrial will be the sole owner of all the intellectual property rights including, both registered and non-registered. All “Deliverables” of this Project will be owned by CNH Industrial)

The Deliverables shall not include, and the Department shall retain the exclusive ownership of the following (collectively referred to as "Organization IP):

- (i) Organization trademarks, logos, copyrights and other intellectual property rights;
- (ii) Organization know how, technologies, and proprietary methodologies, including, without limitation, processes, products, tools, formulae, algorithms, lessons learned, presentations, models, databases, computer programs and software used, created or developed by the Department in connection with performance of this Agreement, including without limitation, any derivatives, modifications or enhancements thereto; before the effective date of this Agreement and
- (iii) all questions and questionnaires; except to the extent that CNH Industrial has provided such material.

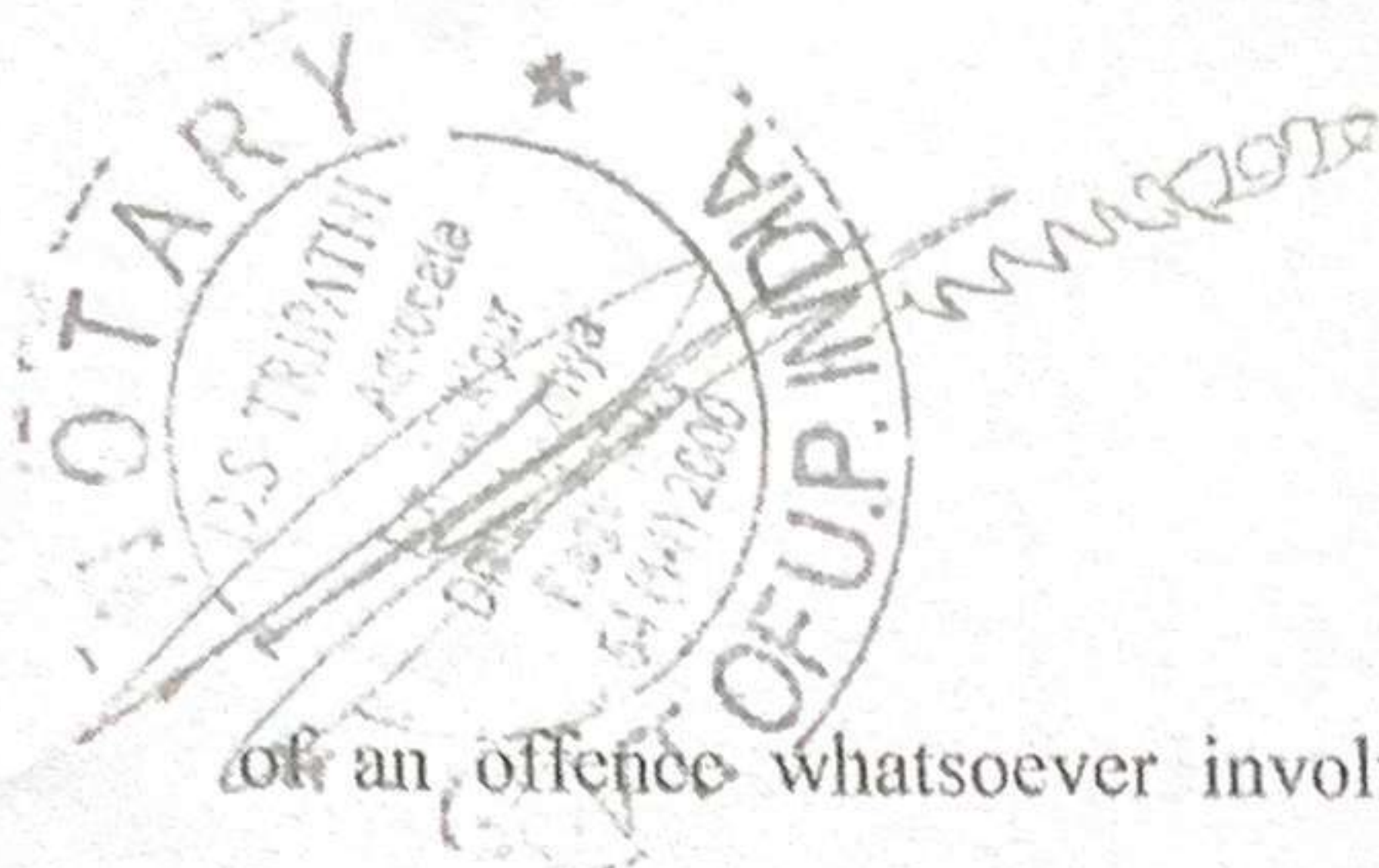
CNH Industrial acknowledges and agrees that all Organization IP shall remain the sole and exclusive property of the Department.

10. Ethical Practice

10.1 Both Parties shall refrain from any action which may adversely affect the other and shall fulfil their respective commitments with fullest regard for the Project and the other organization's larger interests. The Parties acknowledge that it is the policy and practise of the CNH Industrial and Department to comply fully with all applicable anti-corruption legislation in all jurisdictions in which it does business. The Parties agree that they will not take any action that would constitute a violation, or implicate the CNH Industrial or Department of Agriculture in a violation, of such legislation.

10.2 To this effect, the Department shall comply with the following CNH Industrial Code of Conduct:

10.3 Neither the Department, nor any director or officer of the Department, nor any employee of the Department involved in providing services hereunder, has been, or is now indicted or convicted



of an offence whatsoever involving fraud, collusion, bribery or corruption, and neither the Department, nor any director or officer of the Department, nor any employee of the Department involved in providing services hereunder, has been, or is now listed by any government or international agency as disbarred, suspended, proposed for suspension or debarment, or otherwise ineligible for running any CSR programmes.

10.4 The Department shall at all times, during the validity of this Agreement, inform CNH Industrial of any allegations of improper payments or corrupt practices of any nature relating to the Department or any director, officer or employee of the Department or this Agreement, which have resulted in, or might reasonably be expected to result in, the indictment or conviction of the Department or any director, officer or employee of the Department, and the Department will fully assist CNH Industrial in investigating such allegations and remedying any violation.

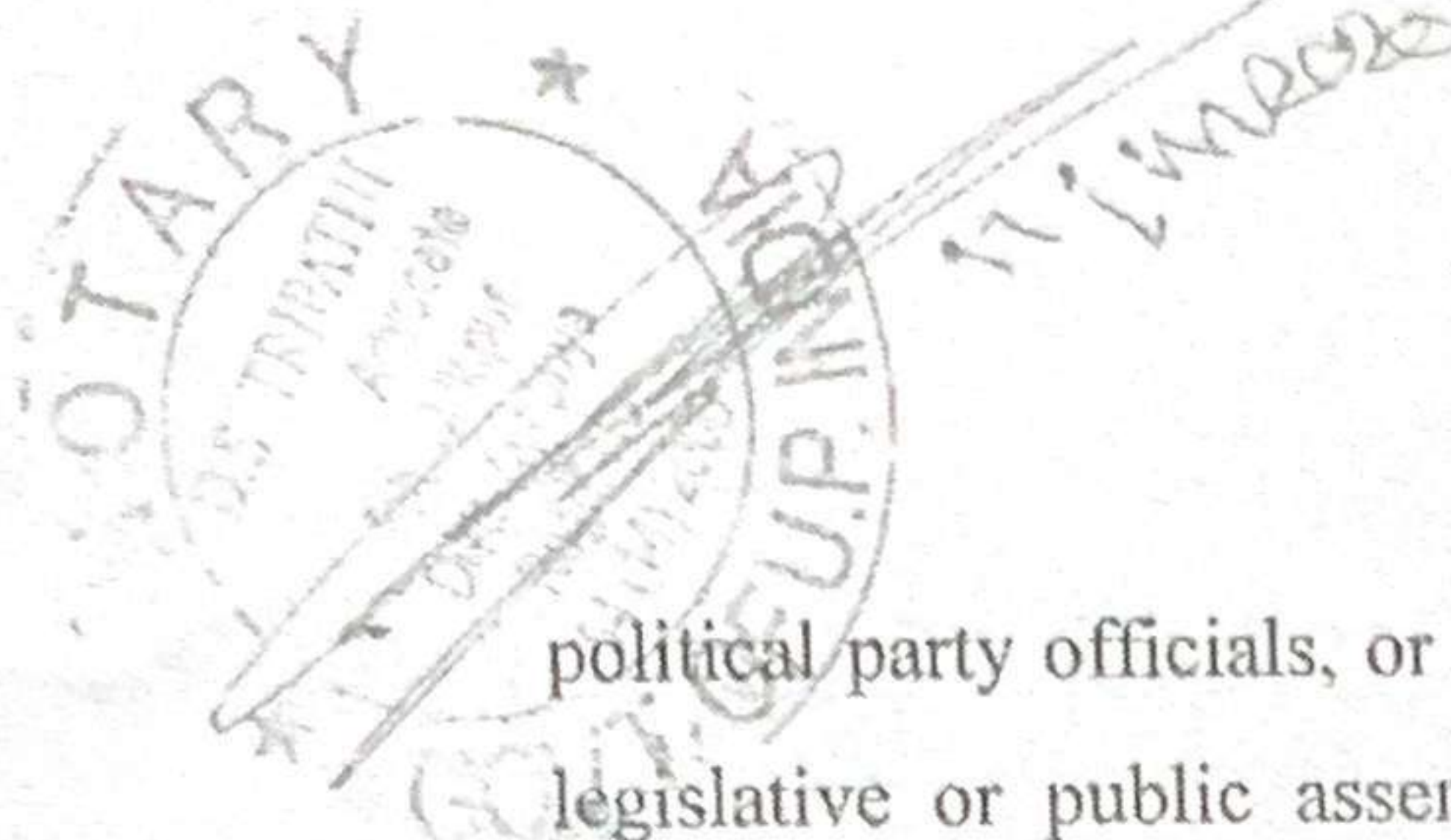
11. Compliance with Laws; no unlawful payments

11.1 Both Parties acknowledge that in executing this Agreement they will comply with all applicable laws prohibiting unlawful payments and practices. They are fully committed to the elimination of corruption and bribery in their business transactions and undertake to comply fully with the requirements of the Prevention of Corruption Act, 1974, OECD Convention, the Foreign Corrupt Practices Act 1977 (FCPA), the UK Anti-Bribery Act 2010, the International Chamber of Commerce Rules of Conduct on Extortion and Bribery in International Business Transactions, as well as all laws applicable (including anti-bribery laws) in the countries in which they have a presence.

11.2 The Department acknowledges that CNH Industrial has entered into this Agreement with the Department based on the material reliance on the representations and warranties made by the Department herein. The Department of Agriculture hereby represents and warrants and undertakes to act as follows:

- (i) The Department does not and shall not during the entire duration of this Agreement, directly or indirectly (through any intermediary or any family- business- or other connections), have as a shareholder, partner, or owner, director, shadow director or officer, or retain or employ to perform services under this Agreement, any current or former Public Official. Public Official shall mean any officer or employee of a central or local government or of a central or local department (whether executive, legislative, judicial or administrative), agency (or instrumentality of such government, including but not limited to any government-owned business), public international organization, legislative or public assembly and national or international court, public or other government officials, or any

Dy. Director
N.D.U.A.T. Kumarganij
Faizabad



political party officials, or and candidates for public or political party office, members of legislative or public assemblies, officials of international organizations, or judges and officials of national or international courts, as well as any person acting in an official capacity for or on behalf of such central or local government, department, agency, public international organization, legislative or public assembly, international court, political party or other organization mentioned above or any employee of CNH Industrial. A former Public Official shall mean any Public Official who is not yet released by any activity restriction status applicable to him/her pursuant to any law, regulation or other applicable rule ("Cooling Period") and in any case who has left his/her services for a period of less than 12 months.

- (ii) The Department does not and will not during the entire duration of this Agreement, directly or indirectly (through any intermediary or any family, business or other connections), have as a shareholder, partner, owner, director, shadow director or officer, or retain or employ to perform services under this Agreement, any current or former employee of CNH Industrial. A former employee of CNH Industrial shall mean any employee who has left CNH Industrial (whether by way of resignation, dismissal or other) since less than 12 months.

11.3 All information supplied relative to The Department background, experience and qualifications or otherwise supplied by the Department to CNH Industrial (whether before or during the signature of this Agreement) is accurate, complete, true and not misleading.

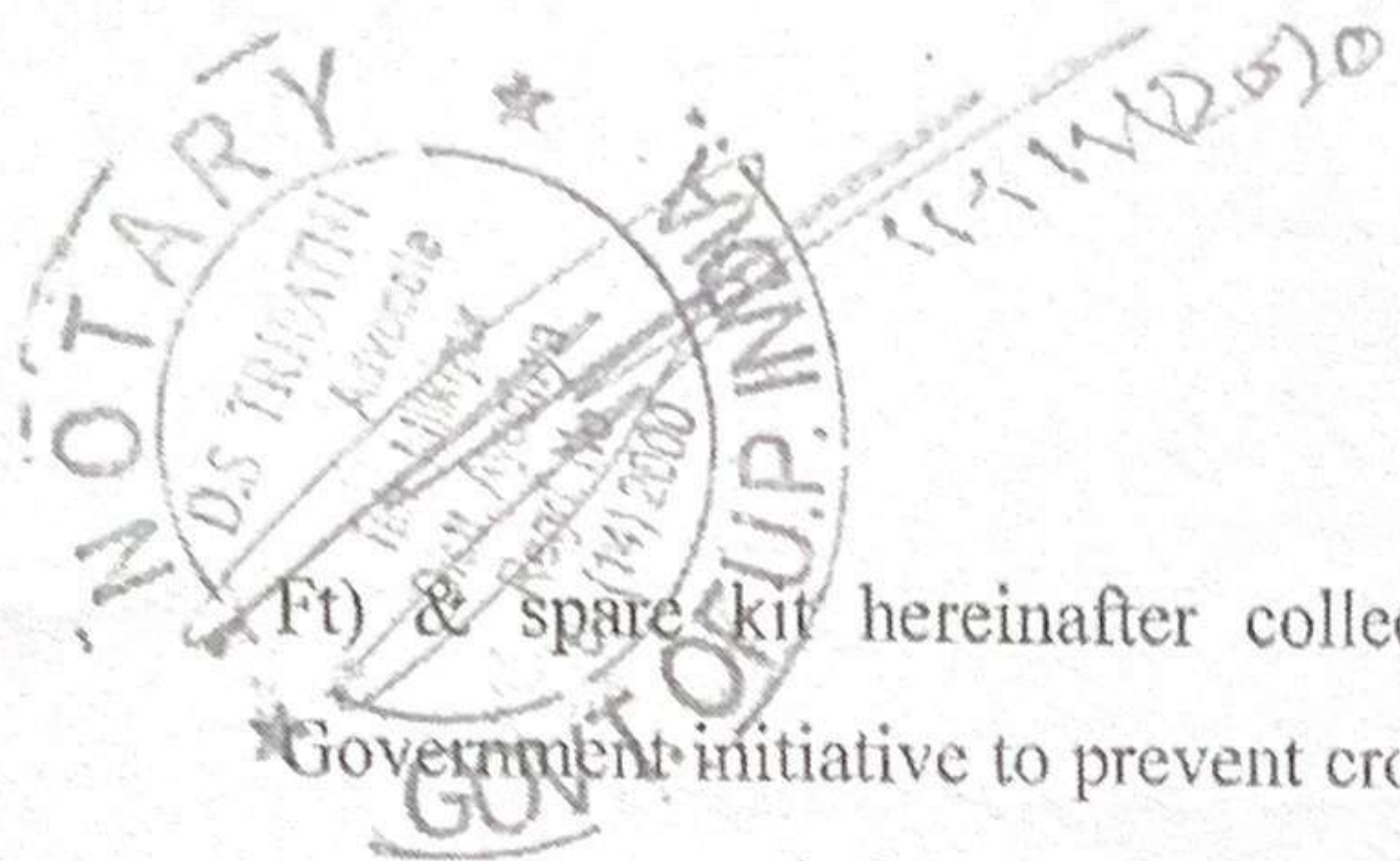
11.4 It will keep accurate books and records, including a full record of all expenses incurred in connection with any business in connection with CNH Industrial.

11.5 Neither the Department, nor any director or officer of the Department, nor any employee of the Department involved in providing services hereunder, has been, or is now indicted or convicted of an offence whatsoever involving fraud, collusion, bribery or corruption, and neither the Department, nor any director or officer of the Department, nor any employee of the Department is involved in providing services hereunder, has been, or is now listed by any government or international agency as disbarred, suspended, proposed for suspension or debarment, or otherwise ineligible for government procurement programmes.

12. Liability

12.1 By this Agreement, the only commitment of CNH Industrial is to provide to the Department, the CNH Agriculture Equipment comprising of 1 (one) Tractor (New Holland Make 3600-2.), 1 (One) Baler (Make BC5060), 1 (One) Rake (Make RKG 129), 1 (One) Mulcher (Make Shredo 7

Dy. Director Research
N.D.U.A.T. Kumarganj
Faizabad



(Ft) & spare kit hereinafter collectively referred to as "CSR Equipment") to support the Government initiative to prevent crop/ straw residue, creating awareness of the benefits of straw management solutions, explaining the possible revenue streams/ options available on baler output (straw bales), creating awareness on environment hazards of straw burning. The total amount of CSR Contribution incurred by CNH Industrial (India) Private Limited under this CSR Agreement shall cover for the (a) value of the CSR Equipment provided to Department is INR 2100000/- Indian Rupees Twenty One Lakhs only (b) RTO registration and related expenses, (c) one time prepaid first year insurance premium and (d) the onetime cost of transportation to the office of Department subject to the conditions described in this Agreement. No other liability whatsoever can be claimed against CNH Industrial.

12.2 The Department will remain fully liable for all work and actions carried out under this Agreement, including those of all its employees, Department, sub-grantees, or associates of any kind who are appointed by the Department.

13. Indemnity


13.1 Notwithstanding anything inconsistent stated in this Agreement, neither CNH Industrial nor any of its employees/directors/officers/agents shall have any liability whatsoever for any losses or expenses or injury or harm of any nature suffered by the Department or the secondary Grantee or the independent Department.

13.2 The Department shall be solely responsible and liable for all the activities of the secondary Grantee or independent Department and CNH Industrial shall not be held liable in any manner whatsoever. The Department hereby irrevocably undertakes and agrees to indemnify and hold CNH Industrial and its employees/directors/officers/agents, harmless at all times from any loss, claim, prejudice, damage, costs, taxes, duties, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees and legal costs to which CNH Industrial or its employees/directors/officers/agents may be subjected.

14. Right to Audit

14.1 The Department shall keep complete and accurate records of all CSR Contribution and its use in connection with this Agreement. All said records shall be kept on file by the Department for a period of Eight (8) Years from the date the record is made, and in any event, shall not be destroyed without first having duly and adequately and timely informed CNH Industrial.

Dy. Director Research
N.D.U.A.T. K. Bargaraj
Faizabad



15. Duration of the Agreement

- 15.1 This Agreement shall become effective as of the date first above written and shall be in effect for an initial term of 9 (nine) months or delivery by CNH Industrial and acceptance by Department the CSR Equipment under this Agreement, whichever is earlier.
- 15.2 The Parties may by mutual agreement elect to extend the Term for such additional period as they may deem fit. References to the "Term" hereunder shall mean the term of this Agreement as it may be terminated early or extended.
- 15.3 The Project does not aim to benefit the existing employees of CNH Industrial or their relatives.

16. Termination

- 16.1 This Agreement may be terminated by CNH Industrial by giving one (1) months' notice in writing to the Department.

17. Jurisdiction


This Agreement shall be governed by and construed in all respects in accordance with the Indian law the courts in New Delhi will have exclusive jurisdiction over any matter arising out of, or in relation or pursuant to this Agreement.

18. Dispute Resolution

Any disputes arising in connection with the present Agreement, if not amicably settled, shall be settled by a Sole Arbitrator appointed by CNH Industrial. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the Rules thereof amended from time to time. The arbitral proceedings shall be in English and the venue of the arbitration shall be New Delhi.

19. No other relationship:

Nothing in this Agreement shall be construed to constitute or appoint either Party or its affiliates as the agent, partner, joint venture partner, or representative of the other Party for any purpose whatsoever, or to grant to either Party any right or authority to assume or create any obligation or responsibility, express or implied, for, or on behalf of, or in the name of any other Party designated herein, or render either Party liable for the debts of the other Party, or to bind any such other Party in any way or manner whatsoever.


Dy. Director Research
N.D.U.A.T. Kumarganj



20. No Conflict of Interest

Neither the Department, its personnel or agent shall engage in any personal business or professional activities, either during the course of or after the termination of this Agreement, which conflict with or could potentially conflict with the object of the Project.

The Department notify CNH Industrial immediately of any such conflict and suggest / take immediate remedial measures under information to CNH Industrial to ensure that the Project is completed as per the terms and conditions agreed upon.

21. Assignment

22.1 No Party shall assign this Agreement or any of its rights and obligations hereunder, without the prior written consent of the other Party; any such attempted assignment shall be null and void. However, CNH Industrial may assign any or all of its rights and obligations to its affiliates or subsidiary or holding companies.

22.2 This Agreement is and shall be binding upon and inure to the benefit of both Parties and their respective legal representatives, successors and permitted assigns with respect to all covenants herein.

22. Modification, Amendment, Supplement or Waiver

23.1 No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by the Party against whom enforcement thereof is sought.


23.2 A failure or delay of any Party to this Agreement to enforce at any time any of the provisions of this Agreement or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement.

23.3 No right, power or remedy in this Agreement conferred upon or reserved for either Party is exclusive of any other right, power or remedy available to that Party

23. Non-Exclusive Right

The Department \right to provide the services under this Agreement is not exclusive and shall not prevent CNH Industrial from granting a similar right to other parties.

24. Entire Agreement


Dy. Director Research
N.D.U.A.T. Kumarganj
Faizabad



It is agreed by both Parties that, this Agreement along with its Annexures incorporates the entire agreement between the Parties hereto and no amendment, alteration, cancellation or variation thereof shall be of any force or effect unless it is in writing and signed by both Parties hereto.

Made in two (2) original copies

For and on behalf of the DEPARTMENT OF AGRICULTURE :

Name: **Dr. Shambhoo Prasad**

Position: **Dy. Director Research, Acharya Narendra Deva University of Agriculture and Technology, Kumarganj, Ayodhya-224229 (U.P.).**

Duly empowered to act and to bind the **Directorate of Research** by the terms of this Agreement

Date: 7th November, 2020

For and on behalf of CNH Industrial (India) Private Limited :

Name: Mr. Mohit Sugla

**MOHIT
SUGLA**

Digitally signed by
MOHIT SUGLA
Date: 2020.11.20
15:01:19 +05'30'

Position: Chief Accounting Officer

Duly empowered to act and to bind CNH Industrial by the terms of this Agreement

Date:

Annex I Description of the Project

ANNEX II Compliance documents to be signed and returned to New Holland by NGO as part of this agreement

Annex II CNH Industrial or New Holland Logo

ANNEX I - DESCRIPTION OF THE PROJECT

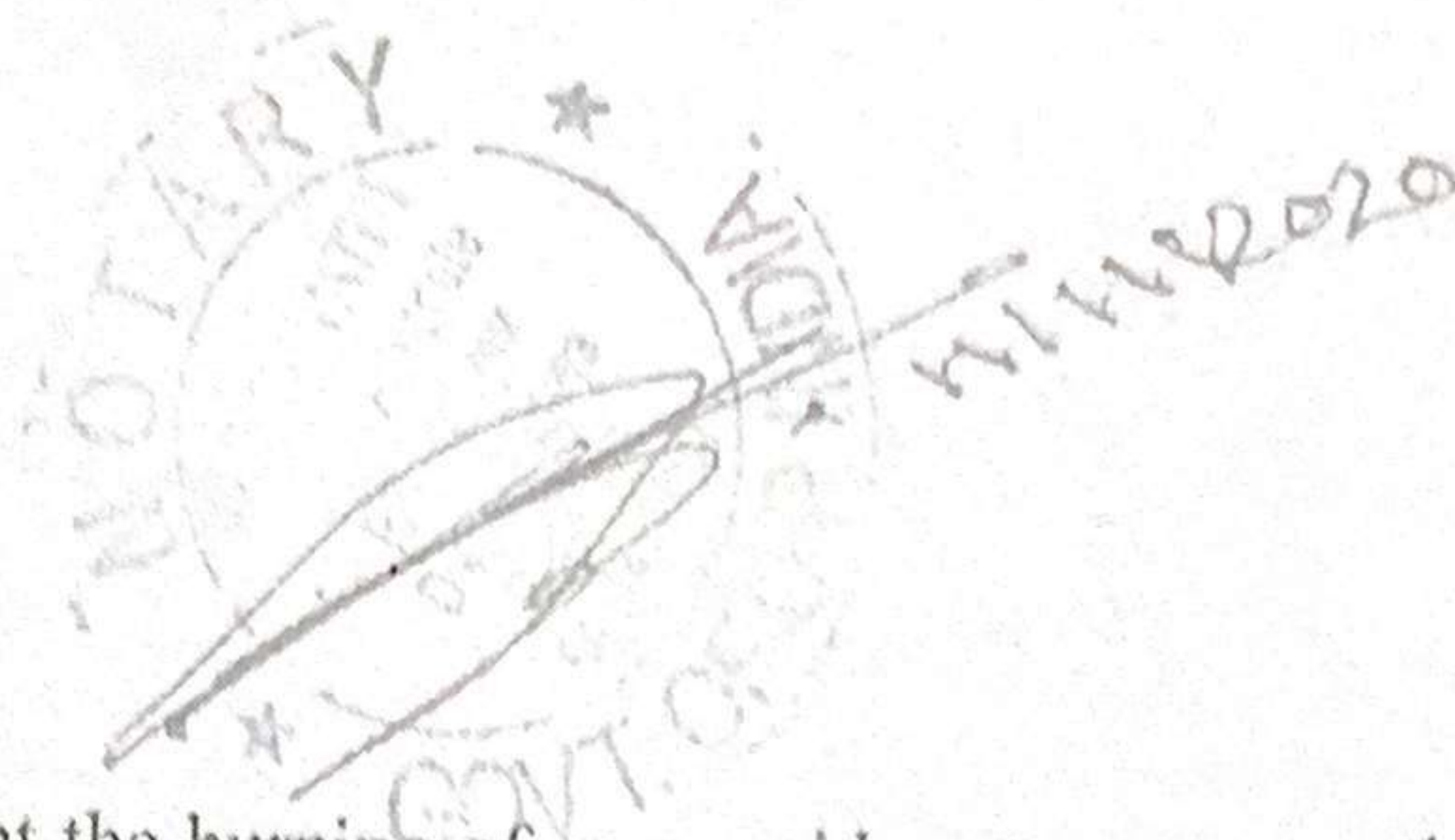
Background

Approximately 35 million tonnes of paddy straw and stubble is burnt in Punjab and Haryana every year leading to severe air pollution in the northern states. This pollution/smog causes many respiratory problems and lung diseases, Smog also leads to lack of visibility which causes road accidents. Paddy stubble and straw contain nutrients. Crop residue burning leads to extensive damage of precious soil nutrient required for growth of crops.

Identified by
MOHIT SUGLA
Chief Accounting Officer
CNH Industrial (India) Private Limited

7/11/2020

Dy. Director Research
N.D.U.A.T. Kumarganj



The need of the hour is to prevent the burning of crop residues to conserve the environment, health & wellbeing of people and farm land.

CNH Industrial has the complete range of appropriate Equipment(Tractor, Baler, Rake and Mulcher) for Straw Management as part of Crop Burning Solution

Acharya Narendra Deva University of Agriculture and Technology, Kumarganj, Ayodhya-224229 (U.P.) has requested CNH Industrial to help the Government in taking up Straw Management Solution Project in **Ayodhya** district as a solution to prevent Crop Residue burning as part of its Corporate Social Responsibility (CSR). The ownership of complete range for Straw Management Equipment, Baler, Rake, Mulcher & Tractor will be with the **Acharya Narendra Deva University of Agriculture and Technology, Kumarganj, Ayodhya-224229 (U.P.)**.

This project will be a joint collaboration between **Acharya Narendra Deva University of Agriculture and Technology, Kumarganj, Ayodhya-224229 (U.P.)** and CNH Industrial.

Now, under this Memorandum of Understanding, the roles and responsibilities of the Parties shall be as follows:

Scope of Work

I. ROLES AND RESPONSIBILITIES OF CNH Industrial

- CNH Industrial would provide the complete range of appropriate CSR Equipments (Baler, Rake, Mulcher & Tractor) for Straw Management Solution as part of Project under its Corporate Social Responsibility (CSR) Initiative at "NIL Cost" to the Department of
- CNH Industrial will bear the onetime costs towards transportation, delivery cost, RTO registration and first year annual premium.
- CNH Industrial during the first one month of the Project, will train the Department members/staff designated to carry out Straw Management Solution. CNH Industrial would also hand hold the staff operating the CSR Equipment on need basis
- CNH Industrial during the first one month of the Project, will would provide complete technical support to NGO/Co-operative members/staff designated to carry out Straw Management operations
- For the purpose of this Memorandum of Understanding, CNH Industrial would deliver the CSR Equipment for operations in the **Ayodhya** district , at its own cost .The transport

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N.D.U.A.T. Kumarganj
Faizabad

charges for moving the machinery and implements to **Ayodhya** would be completely borne by CNH Industrial

- CNH Industrial will guide the Department in the area of operation.

II. ROLES AND RESPONSIBILITIES OF DEPARTMENT

- DEPARTMENT will be responsible for the implementation of the project. It will operate the machinery sponsored by CNH Industrial for baling of Crop residues.
- DEPARTMENT will submit a weekly report on the area covered, tonnage of bale removed from field
- DEPARTMENT will submit a weekly report on the revenue accruing from sale of the bale removed from field
- DEPARTMENT will submit a weekly report on utilization of revenue in covering the operational expenses of project which will include insurance, repair & maintenance of machinery, daily operational expenses
- DEPARTMENT and CNH Industrial jointly will engage with the community for creating awareness on Crop Burning Solution and propagating best practises using the Equipments so that farmers are motivated to implement Crop Residue Burning solutions on their own
- CNH Industrial will support the DEPARTMENT in engaging with the community to provide specialized technical know how
- DEPARTMENT shall provide appropriate free of cost space for keeping the CSR Equipment

Effective monitoring and evaluation of the project will be undertaken through NGO.


- 1- Before and After Environmental & Field indices to be captured by NGO for reporting the effect of CSR intervention.
- 2- Case studies to be documented for analyzing the effectiveness of the project.

ANNEX II -

Compliance documents to be signed and returned to New Holland by NGO as part of this agreement

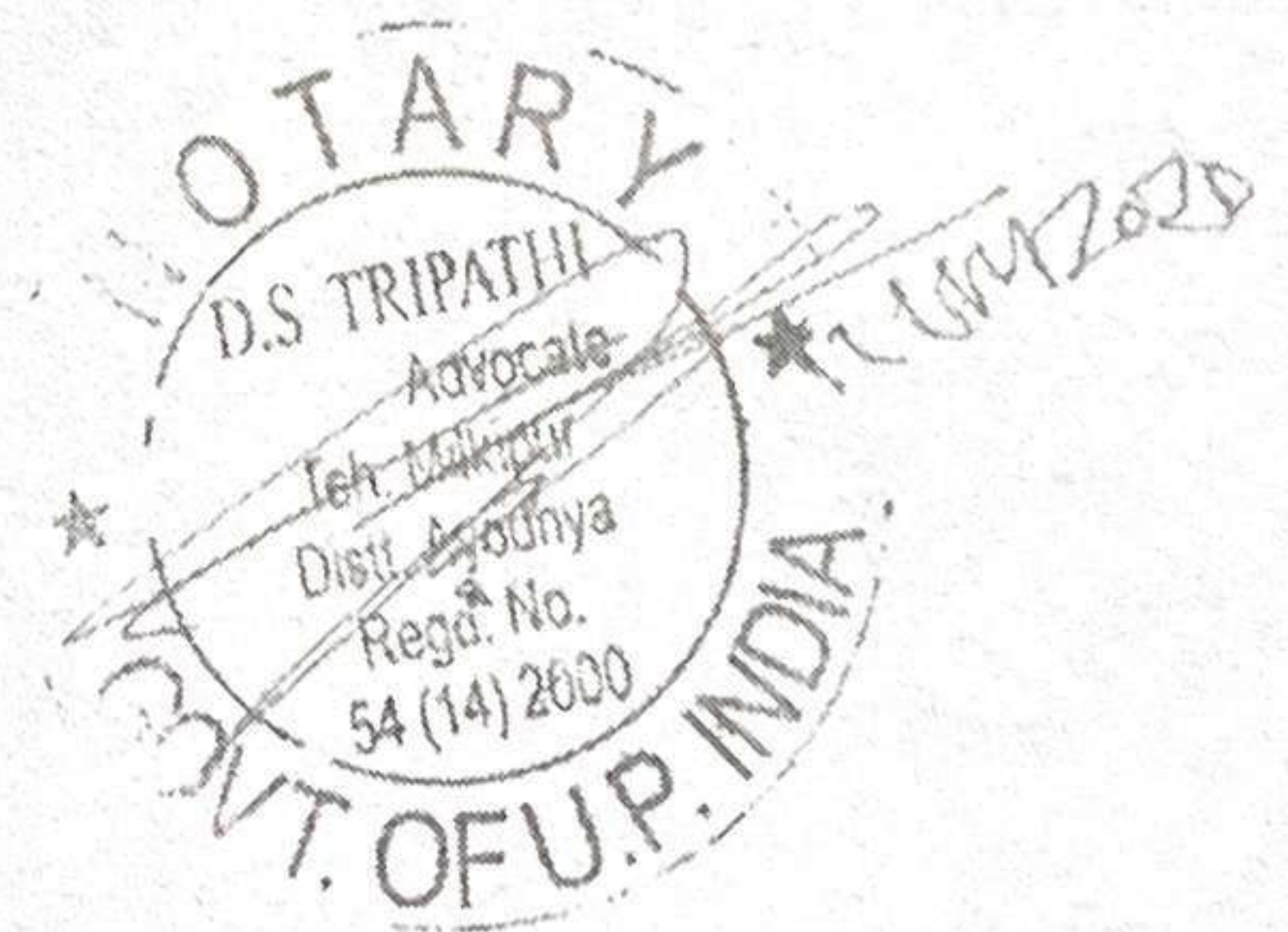
1. CNH Industrial Code of Conduct

ANNEX III - "CNH Industrial" Trade Logo or "New Holland" Trade Logo


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Faizabad

CNH

INDUSTRIAL



Dy. Director Research
N.D.U.A.T. Kumarganj
Faizabad



MEMORANDUM OF UNDERSTANDING

Between

A.N.D. UNIVERSITY OF AGRICULTURE & TECHNOLOGY, KUMARGANJ, AYODHYA, (U.P.)

and

INDIA METEOROLOGICAL DEPARTMENT
MINISTRY OF EARTH SCIENCES
GOVERNMENT OF INDIA, NEW DELHI

On

GRAMIN KRISHI MAUSAM SEWA

MEMORANDUM OF UNDERSTANDING (MoU) BETWEEN A.N.D. UNIVERSITY OF AGRICULTURE & TECHNOLOGY, KUMARGANJ, AYODHYA, (U.P.) AND IMD FOR COLLABORATION IN GRAMIN KRISHI MAUSAM SEWA

1. This memorandum of Understanding made this day, i.e. 16 March, 2020 between the India Meteorological Department (IMD), Ministry of Earth Sciences (MoES) with its office at Mausam Bhawan, Lodhi Road, New Delhi-110003, (hereinafter referred to as "IMD" which expression shall unless excluded by or repugnant to the context be deemed to include its successors in office and assignees) of the one part AND the A.N.D.U.A. &T., Kumarganj, Ayodhya established under act XIV ACT 1958 to the state of Uttar Pradesh (hereinafter referred to as A.N.D.U.A. &T., Kumarganj, Ayodhya which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors in office and permitted assignees) of the other part.

Whereas the Government of India has entrusted upon India Meteorological Department (IMD) the task of development of Agro-Meteorological Advisory Services in the country. In pursuance hereof, IMD has set up in the country a network of about 130 Agro-Meteorological Field Units (AMFUs), which are multidisciplinary units responsible for preparation and dissemination of agromet advisories. Whereas the A.N.D.U.A. &T., Kumarganj, Ayodhya is willing to continue as AMFU set up and functioning at Ayodhya and Bahraich under its jurisdiction. Now, it is hereby agreed as follows:

2. Each AMFU will be manned by an Agro-meteorologist who would utilize the relevant meteorological products provided by IMD to generate specific advisories for agricultural management for the respective district and Agro Climatic Zones (ACZ) identified under the area of its jurisdiction and disseminates the same to the farming community. In addition to that an OBSERVER will be appointed who will record the observation and transmit on real-time basis to IMD and also assist the Scientist in maintenance of the observatory. The responsibilities of AMFUs would include preparation of weather based advisories for management practices in agriculture after due consultation with subject matter specialist/scientists/professors of concerned disciplines and disseminate the same to the end users using all possible modes of communication. It will also liaise and engage with Indian Council of Agricultural Research (ICAR), District Agriculture/ Horticulture/ Animal husbandry Officers, Krishi Vigyan Kendras (KVKs) and other agencies to render Agromet Advisory Service in a holistic manner. It will also disseminate advisories through all possible means to have outreach up to village level and arrange to provide necessary feedback to IMD for development of :

- i) Relevant Agromet Advisories for the stressed crops/livestock etc.
- ii) Regional/locale-specific agromet predictive models;
- iii) Crop-weather relationships and crop calendar
- iv) Forewarning models for weather and climate based pests and disease etc.
- v) The responsibility of mentoring and guiding respective KVKs under their ACZ jurisdiction to build and operate District Agro-Met Units (DAMU) to serve district/sub-district specific AAS responsibility at par with AMFUs.

3. OBLIGATIONS OF IMD

- 3.1 IMD agrees to provide weather forecast in quantitative terms at appropriate scale to the AMFUs, with due guidance/support from coordinators from AASD, New Delhi.
- 3.2 IMD agrees to provide grant-in-aid to AMFUs subject to personal and budgetary limitations imposed by the government from time to time after submission of duly audited utilization certificate, duly audited statement of expenditure and demand for grant-in-aid by the grantee University/Institution, for defraying expenditure towards salaries of one Scientist and one Observer, travel expenses of the staff approved by IMD and appointed/engaged by the AMFUs exclusively for operating the agro-met advisory services. Grant-in-Aid will cover the salary (as defined by GOI) for posts of Scientist in the scale of Rs.15600-39100 (GP Rs. 6000/-) and Agromet Observer in the scale of Rs. 5200-20200 (GP Rs. 2000/-) with Dearness Allowances (DA), House Rent Allowances (HRA) and annual increment as per 6th CPC on contractual basis year-on-year based on performance review and shall be co-terminus with the GKMS scheme. This will be applicable where entry level starts with basic pay of Rs.15600-39100 (GP Rs. 6000/- as per 6th CPC). Therefore, the host institute can appoint/continue the manpower in the scale of Rs.15600-39100/- + AGP of Rs.6000/- as per the 6th CPC. Promotion to AGP higher than 6000/- shall not be considered in this scheme.
- 3.3 As per proposed 7th CPC for Universities/Institutes, the emoluments of Scientist will be Rs.57700/- (starting basic pay= Rs.57700/-, Level-10) in the scale of Rs.15600-39100/- and of Observers will be 21700/- (Level-3) plus Dearness Allowances, House Rent Allowances and annual increment as per para 3.2 above.
- 3.4 In addition to the item no. 3.2 and 3.3, if the university intends to continue / recruit manpower with the grade pay higher than Rs. 6000/-, then the difference from above emoluments will have to be paid by the host institute.
- 3.5 IMD agrees to provide support for on-line preparation of Agromet advisory bulletin.
- 3.6 IMD will supply/replace the meteorological instruments and sensors for installed Automatic Weather Stations (AWS) and carry out periodic inspections as required.
- 3.7 Contingent expenses including consumables, telephone, fax, SMS charges, stationary, publication, etc. necessary for effective functioning of agro-met advisory services.
- 3.8 Development of human resources related to the AAS as approved by IMD.
- 3.9 IMD shall act upon the documentation prepared by AMFU's on services rendered by them in order to assess the efficacy of the services and carry out over all supervision.
- 3.10 Setting up smart telecommunication system and providing required instruments and software for uninterrupted data flow from the proposed observatories to IMD.
- 3.11 Providing processed data recorded at (Name of the Institute) after proper scrutiny for utilization in different research activities as well as for improvement of agro advisories, based upon specific requests for R&D work in relevant area.

4. OBLIGATIONS OF THE A.N.D.U.A. &T., Kumarganj, Ayodhya (AMFUs at Ayodhya and Bahraich)

The A.N.D.U.A. &T., Kumarganj, Ayodhya (AMFUs at Ayodhya and Bahraich) agrees

- 4.1 To constitute an Expert panel with participation of district level representative from State Department of Agriculture, Horticulture and Animal Husbandry to prepare bulletin in a more relevant and purposeful.

- 4.2 Prepare and disseminate weather based agromet advisory bulletins (bi-lingual) for different parts of districts and Agro Climatic Zones.
- 4.3 Disseminate advisories through SMS, firms under PPP mode, extension agencies & other modes of communication and uploading in the Divisions website, print media etc.
- 4.4 To organize/participate in awareness activities to popularize Agromet Advisory Service and willingness to undertake impact assessment studies under grant-in aid program.
- 4.5 To monitor the dissemination status of SMS advisory through dashboard and generate weekly statistics and account of SMS distribution.
- 4.6 To provide security and maintain Agro-meteorological observatory/Automatic Weather Stations with full custodial responsibility.
- 4.7 Record observation (0700 LMT and 1400 LMT, 0300 UTC (i.e. 08.30 hrs IST) and 12 UTC (i.e. 17.30 hrs IST) including soil moisture observation and update the data in archival.
- 4.8 Prepare data base for weather and crop observations and update on real time.
- 4.9 Assist in preparation of local climatological information and agricultural data from districts.
- 4.10 Submit annual progress report, utilization certificate/statement of expenditure duly audited and signed by the competent authority by end of financial year.
- 4.11 To make available experimental field data for calibration and validations of crop models and to indentify weather sensitivity of crops, animals, P&D and management practices.
- 4.12 The essential qualification for the post of Scientist is Post-Graduation in Agrometeorology. If candidates with Agrometeorology qualification are not available, then candidates with qualifications in Agronomy/Meteorology/Agriculture Physics may be considered. The essential qualification of the Observer will be 10+2 from science stream along with the basic knowledge of computer operations. The Scientist will be engaged as per AMFUs guidelines. All the rules and regulations of the respective host organizations, as well as annual review based contractual appointment will apply.

5. Joint Responsibilities

- 5.1 **A.N.D.U.A. &T., Kumarganj, Ayodhya** hereby agrees to continue the support in respect of facilities established through grant-in-aid by IMD at the end of project period when IMD support may be phased out.
- 5.2 The agro-advisory services are essentially a cooperative venture. Any matter not covered specifically in the Memorandum of Understanding (MoU) may settled by mutual agreement. On points where disagreement persists, the matter may be referred to the Secretary, MoES for a decision, which shall be final and binding on the both the parties.
- 5.3 Both IMD and AMFUs will make use of the data generated from observatory/AWS for agricultural research and advisory purpose.
- 5.4 Both parties acknowledge the confidentiality of the information which may be transferred between the parties or obtained or developed during the course of this exchange from time to time as being essential to this MoU and agree not to disclose the same to any third party without prior permission.

6. EXTENSION/TERMINATION OF MoU

Three months prior to this memorandum of understanding (MoU) coming to an end the operation of this understanding may be extended by mutual consent for such period periods as may be considered desirable.

Requests for any major change or termination of this MoU shall be furnished by either party to the other for consideration not less than 90 days in advance of the desired date for effecting change/termination. However, all liabilities for the parties accrued during the period of operation of MoU such as settlement of accounts, handing over of completed research work / results, final drawings, etc., will survive even after the expiry of the MoU. All the equipment and material set up by IMD shall be the property of IMD and shall be restored to IMD in case of termination of MoU.

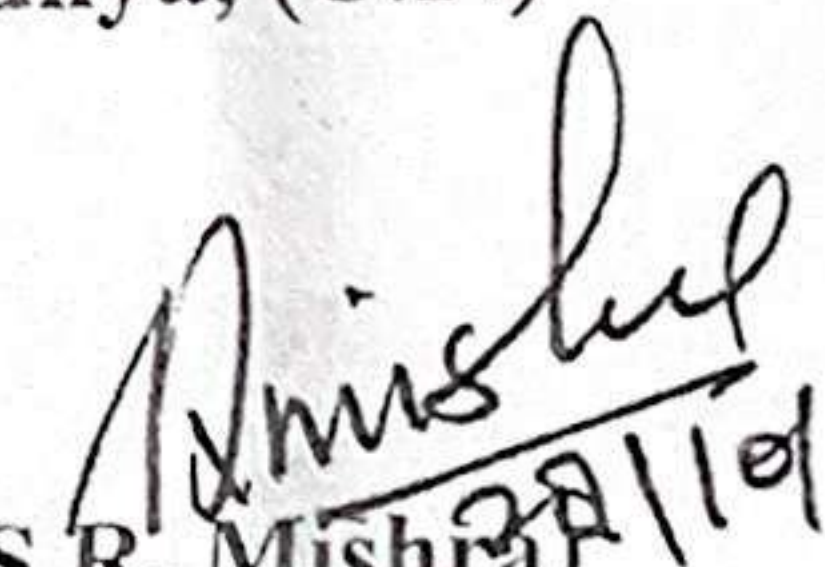
7. COMING INTO FORCE

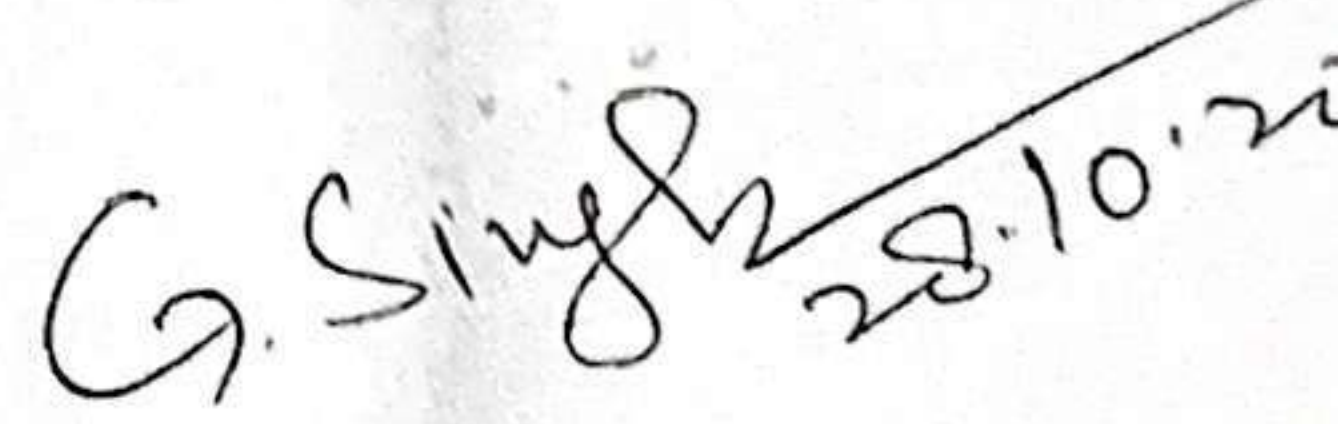
This MoU shall be deemed to have come into force from the date specified herein and shall continue for a period of five years. All rights and obligations of **IMD** and **The A.N.D.U. A. & T., Kumarganj, Ayodhya** shall be deemed to have commenced and accrued from that specified date.

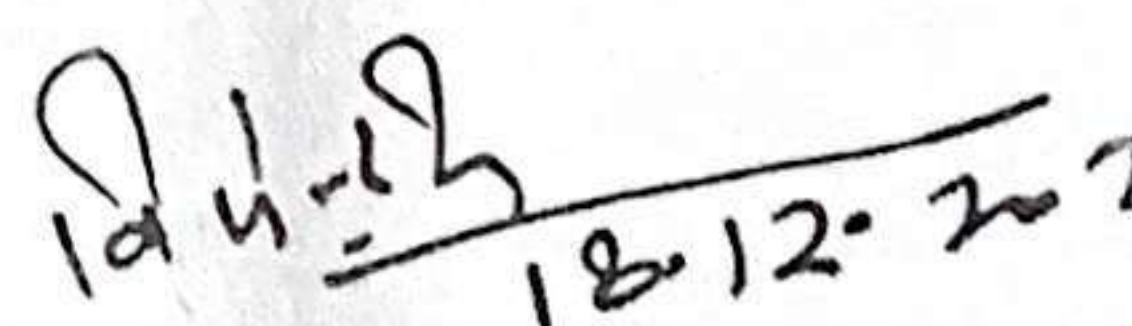
8. In witness whereof the parties here to have executed this Memorandum of Understanding.

For and on behalf of
India Meteorological Department
New Delhi

For and on behalf of State Agriculture
University at A.N.D.U.A. & T.,
Kumarganj, Ayodhya, (U.P.)


(Dr. S.R. Mishra) 28/10/20
Head of Department
Deptt. of Agril. Meteorology


(Prof. Gajendra Singh) 28.10.20
Director Research


(Prof. Bijendra Singh) 18.12.2020
Vice-Chancellor
A.N.D. University of Agric. & Tech.,
Kumarganj, Ayodhya, U.P.

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उत्तर प्रदेश UTTAR PRADESH

FG 752014

33 JAN 2012
Umbrella Memorandum of Understanding
between
ICAR-Indian Veterinary Research Institute, Izatnagar
and
College of Veterinary Science & Animal Husbandry
Acharya Narendra Deva University of Agriculture & Technology,
Kumarganj, Ayodhya (U.P.)
for facilitating
Students' Training/Postgraduate Research

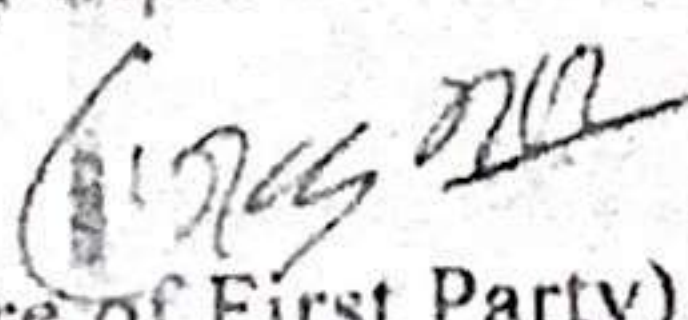
This Memorandum of Understanding (hereinafter referred to as MoU) is made on this day of the month of in the year by and between the ICAR-Indian Veterinary Research Institute, Izatnagar having its Head Office at Izatnagar [hereinafter called First party], a constituent Research Institution of the Indian Council of Agricultural Research, Krishi Bhavan, New Delhi-110 001 on the ONE PART and the College of Veterinary Science & Animal Husbandry, Acharya Narendra Dev University of Agriculture & Technology, Kumarganj, Ayodhya (U.P.) (Within NARS) having its headquarters at Kumarganj, Ayodhya (U.P.) [hereinafter called Second party] on the OTHER PART (who for the purpose of this MoU are hereinafter collectively referred to as the parties).

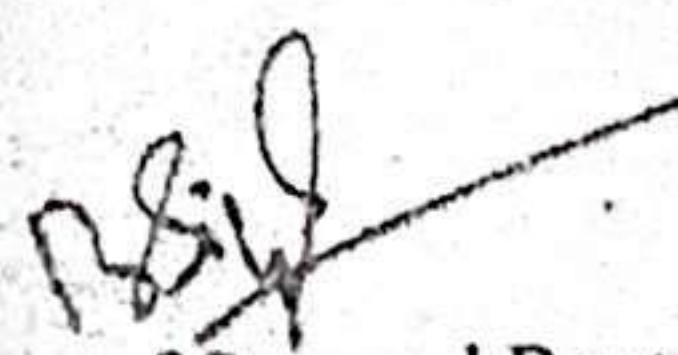
The parties, having discussed fields of common research interests and allied activities between the two institutions, have decided to enter into long-term collaboration for promotion of students' training and quality postgraduate research in cutting edge areas in accordance with the provisions contained in the Guidelines issued vide Letter No. 2-8/2012- HRD dated 11th December, 2012 or as revised from time to time.

WHEREAS the "First Party" is involved in the studies on Animal Health and Production and Research in Veterinary Sciences & Animal Husbandry (specific mandated domain within the approved disciplines/divisions),

AND WHEREAS the "Second Party", established vide notification no. 5823/XII-4 dated 10.10.1975 by Govt. of Uttar Pradesh vide Act No. U.P. Agriculture University Act of 1958 and recognized by University Grants Commission] at its College of Veterinary Science & Animal Husbandry is involved in Teaching, Research and Extension in Veterinary Sciences and Animal Husbandry.

AND WHEREAS it has been considered expedient to agree in writing to participate jointly in the projects requiring expertise and logistics from both the parties.


(Signature of First Party)


(Signature of Second Party)

Article 1. Scope

- 1.1 The Second party will recognize the First party as an Institute for conducting research related to the thesis requirement of the research students for **Master's (M.V.Sc.) and Doctorate (Ph.D.)** degree. The Second party will recognize Scientists of the ICAR Institute as recommended by its Director in accordance with the University rules and regulations for guiding students working for the said degree.
- 1.2 Operational details of research effort and collaboration will be made in common research programmes and/or projects restricted to specific mandated domain within the approved disciplines/divisions. The objective(s) for research work for a student coming from a Second party outside NARS should be exclusively different as far as possible.
- 1.3 Research instrumentation facility and library facilities available with the First party and the Second party will be made available to the faculty and research scholars. However, the costs of specific consumables will be borne by the respective organizations.
- 1.4 There shall be an exchange of students for academic, research and training purposes. Accommodation in the Hostel shall be arranged, wherever possible, as per extant rates. The duration of exchange visits will be determined by mutual consent between both the parties.

Article 2. Management

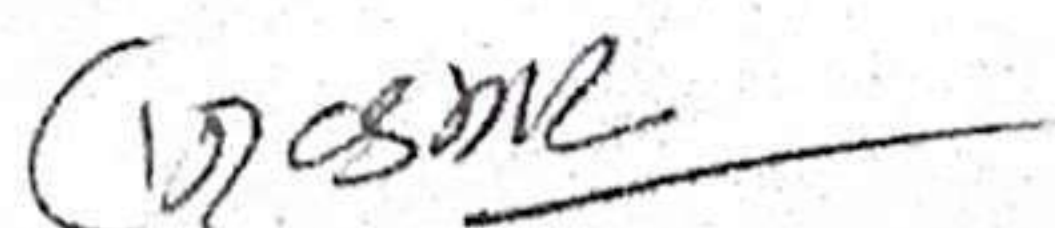
- 2.1 Director of the First party and the Vice-Chancellor/Head of the Institution of the Second party will be responsible to work out operational details of co-operation between the two organizations and ensure proper and effective implementation of this MoU.
- 2.2 The Advisory Committee will meet at least once in a year alternatively in the institutions of the First party and the Second party to review the activities. This meeting shall include presentation on the academic and research activities, which should be open to the students, faculty and scientists.

Article 3. Exchange of Information

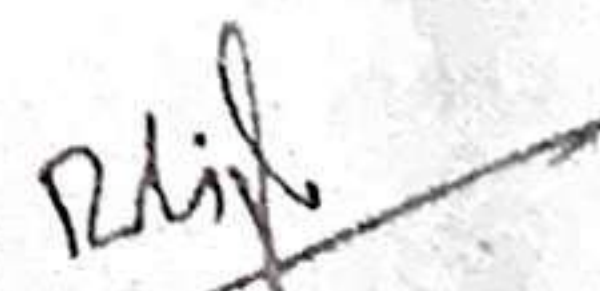
- 3.1. The term "information" includes scientific or technical data, results and/or methods of investigation, and other information intended to be provided, exchanged, or arising under project descriptions entered into pursuant to this MoU.
- 3.2. The parties support the widest possible dissemination of information. Each party in joint projects shall be given the right to use, disclose, publish or disseminate such information for any and all purposes.

Article 4. General Provisions

- 4.1 It is understood that the First party and the Second party subscribe to the principle of equal opportunity and do not discriminate on the basis of race, sex, age, caste or religion. Both the Institutions shall abide by these principles in the administration of this agreement and neither party shall impose criteria for exchange of scholars or students, which violate principles of non-discrimination.



(Signature of First Party)



(Signature of Second Party)

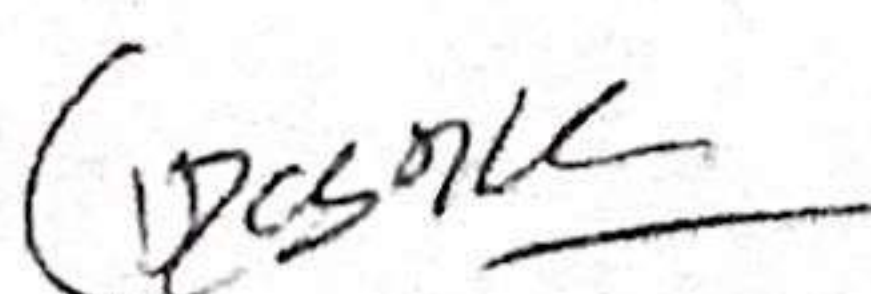
- 4.2 Both parties understand that all financial agreements will have to be negotiated separately and will depend on the availability of funds.
- 4.3 Both parties acknowledge that exchange of students from one party to the other shall be subject to the availability of funds and shall comply with the regulations and policies of the First party and the Second party.
- 4.4 Any research publications arising will be jointly published in accordance with the provisions laid out in Item 3.2.1C of the Guidelines for the students to conduct research for their degree programme as trainees at ICAR institutions as notified vide Letter No. 2-8/2012-HRD dated 11th December, 2012 or revised guidelines, if any, as may be issued from time to time.
- 4.5 A copy of the thesis/dissertation will be submitted to the First Party after the award of the degree by the Second Party.
- 4.6 All questions related to this MoU arising during its term will be settled by the parties by mutual agreement. Disagreements at the operating level shall be forwarded to respective higher officials for appropriate resolution failing which an arbitrator of mutual acceptance may be identified for the settlement of dispute, if any.
- 4.7 All questions not foreseen related to this MoU will be handled by the parties by mutual agreement.
- 4.10 Nothing in this MoU is intended to affect other cooperation or collaborations between the parties.

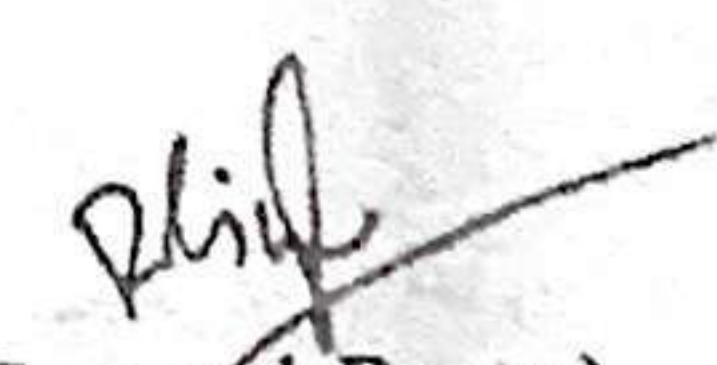
Article 5. Intellectual Property Rights

5.1 The Second party will be expected to ensure protection of the Intellectual Property Rights generated or likely to be generated during the student's research work. The ICAR as the first applicant (for its institute) and the Second party shall be the joint applicants for IPRs and the students and involved scientific staff shall be included as the inventor/breeder/author. The 'ICAR Guidelines for Intellectual Property Management and Technology Transfer/Commercialization' as amended from time to time shall be the reference for exploitation of the generated intellectual property, whose management and benefits sharing shall be mutually decided in each case.

Article 6. Admission and Fees

- 6.1 All those who wish to register as trainees or for Master/Doctoral programme under this MoU must apply for admission at the Second party. The allocation of Major Guide/Advisor would be finalized before the registration and will be governed by the provisions laid out in Items 3.2.1A and 3.2.2A of the Guidelines for the students to conduct research for their degree programmes as trainees at ICAR institutions as notified vide Letter No. 2-8/2012-HRD dated 11th December, 2012 or revised Guidelines, if any, as may be issued from time to time, for the students from with NARS and outside NARS, respectively.
- 6.2 Admission of the students and the award of degrees for different programmes will be the responsibility of the Second party as per the rules and regulations.
- 6.3 Allotment of the students at the First party will be done by the approval of Director of the First party and Vice-Chancellor/Head of the Institution of the Second party.
- 6.4 The First party would have the right to screen the student's eligibility for admission based on their academic period.

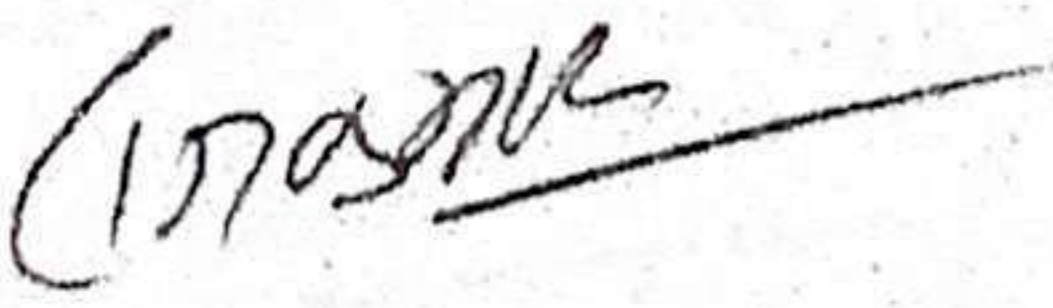

(Signature of First Party)

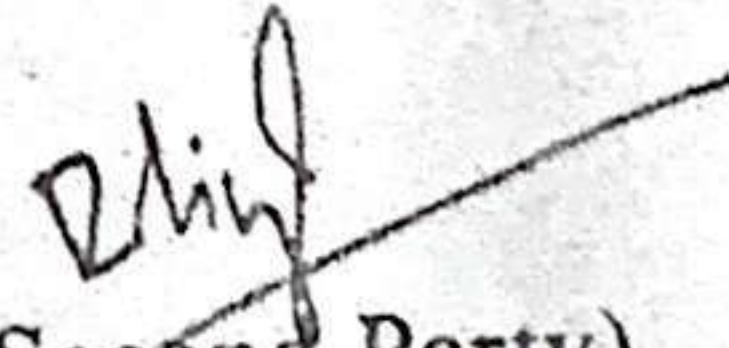

(Signature of Second Party)

- 6.5 The PME Cell of the First party in consultation with the representative of the Second party shall decide the location and sharing quantum of research work.
- 6.6 The number of student(s) at any particular time will be subjected to the availability of research facilities and scientists' time to guide thesis research at the First party institution.
- 6.7 Any student(s) admitted to the First party for training/postgraduate research, if found violating the rules and regulations laid down by the First party or indulge in such activities that amount to tarnishing the image of the Institute, or cause damage to the property, the registration of such student(s) would be summarily terminated. The Second party will not complete the formalities of issuing the certificates to such students until they compensate the losses to the First party.
- 6.8 Fees will be charged from the students by the First party as per Guidelines for the students to conduct research for their degree programmes as trainees at ICAR Institutions *vide* Letter No. 2-8/2012-HRD dated 11th December, 2012 or revised guidelines, if any, as may be issued from time to time. No fee may be charged by the First party from the students registered with AU/DU within NARS. However a student registered with a Second party, outside NARS, will deposit fee of Rs. 10,000/- for training duration of 3 months (not leading to a degree/dissertation) and Rs. 30,000/- per semester (six months) for training, research, dissertation exceeding three months. Any change in fee structure by ICAR will be applicable from the date of revision and shall be charged by the First party.

Article 7. Entry into effect, modification and termination

- 7.1. This MoU shall become effective on the date it is signed by the parties and shall be valid for three years extendable up to five years. Both parties shall review the status of the MoU at the end of each three/five year period to determine any modification, whenever necessary. The period of validity of this MoU may be extended by mutual consent up to five years. This MoU may be amended by mutual written agreement and may be terminated at any time by either party upon written notification signed by the competent authority of the party initiating termination. Such notification must be given to the other party at least six months in advance from the effective date of termination.
- 7.2. All joint activities not completed at the expiration or termination of the MoU may be continued until their completion under the terms of this MoU.
- 7.3 No amendment or modification of the MoU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be amendment of the MoU. The modifications/changes shall become part of the MoU and shall be effective from the date on which they are made/executed, unless otherwise agreed to.


(Signature of First Party)

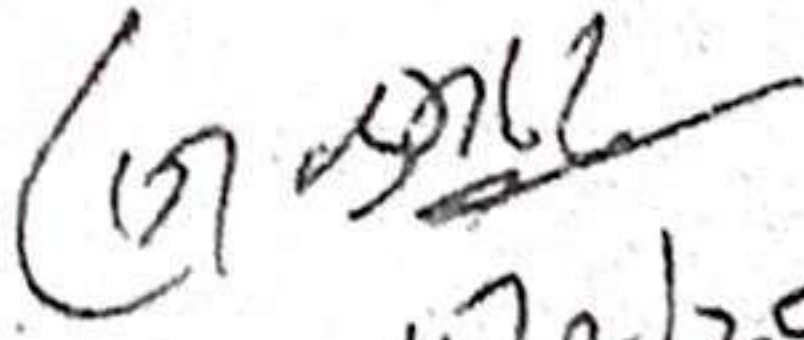

(Signature of Second Party)

This MoU has been executed in two originals, one of which has been retained by the First party and the other by the Second party).

IN WITNESS WHEREOF, the parties have executed this MoU and represent that they approve, accept and agree to terms contained herein.

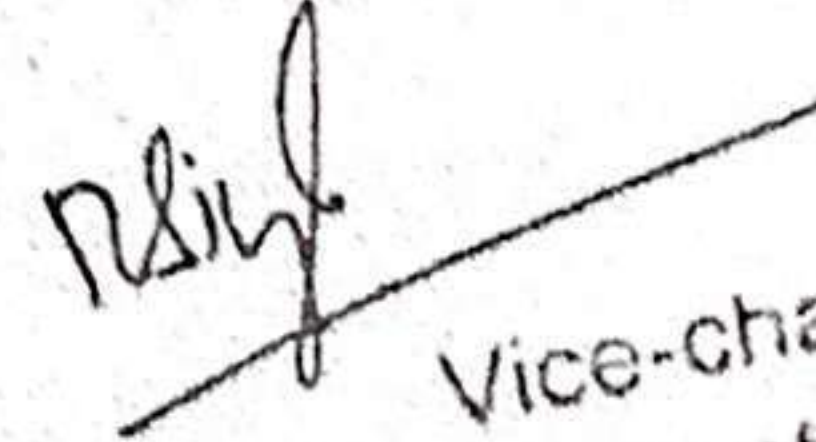
ICAR-Indian Veterinary Research Institute Izatnagar, Bareilly (U.P.) Pin- 243 122	College of Veterinary Science & Animal Husbandry Acharya Narendra Dev University of Agriculture & Technology Kumarganj, Ayodhya (U.P.) Pin- 224 229
(Name and Address of the First Party)	(Name and Address of the Second Party)

Name of the Director of the First Party
Tel. No.:
Date:



Signature with Seal
Director
Indian Veterinary Research Institute
Izatnagar, (U.P.) India

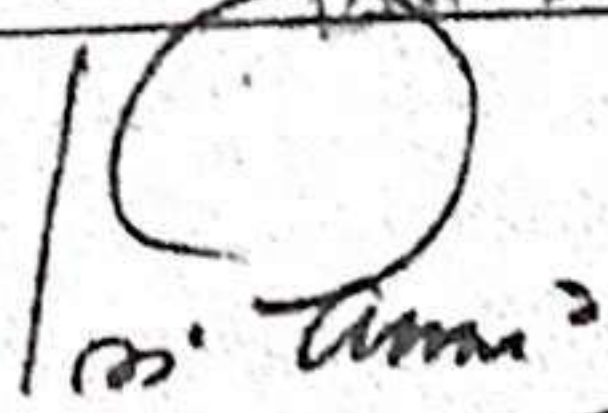
Name of the Vice-Chancellor/Head of the Institution of the Second Party
Tel. No.:
Date:



Vice-chancellor
A N D Univ of Agric. & Tech
Kumarganj, Ayodhya (U.P.)

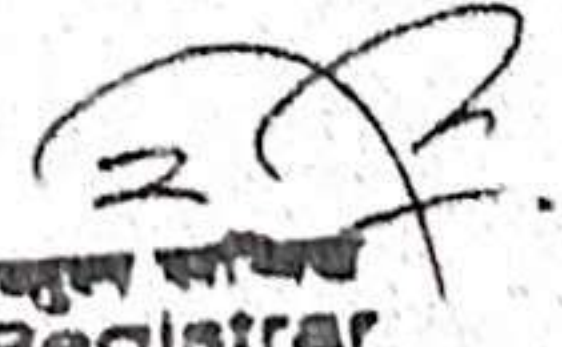
Signature with Seal

Witness 1:



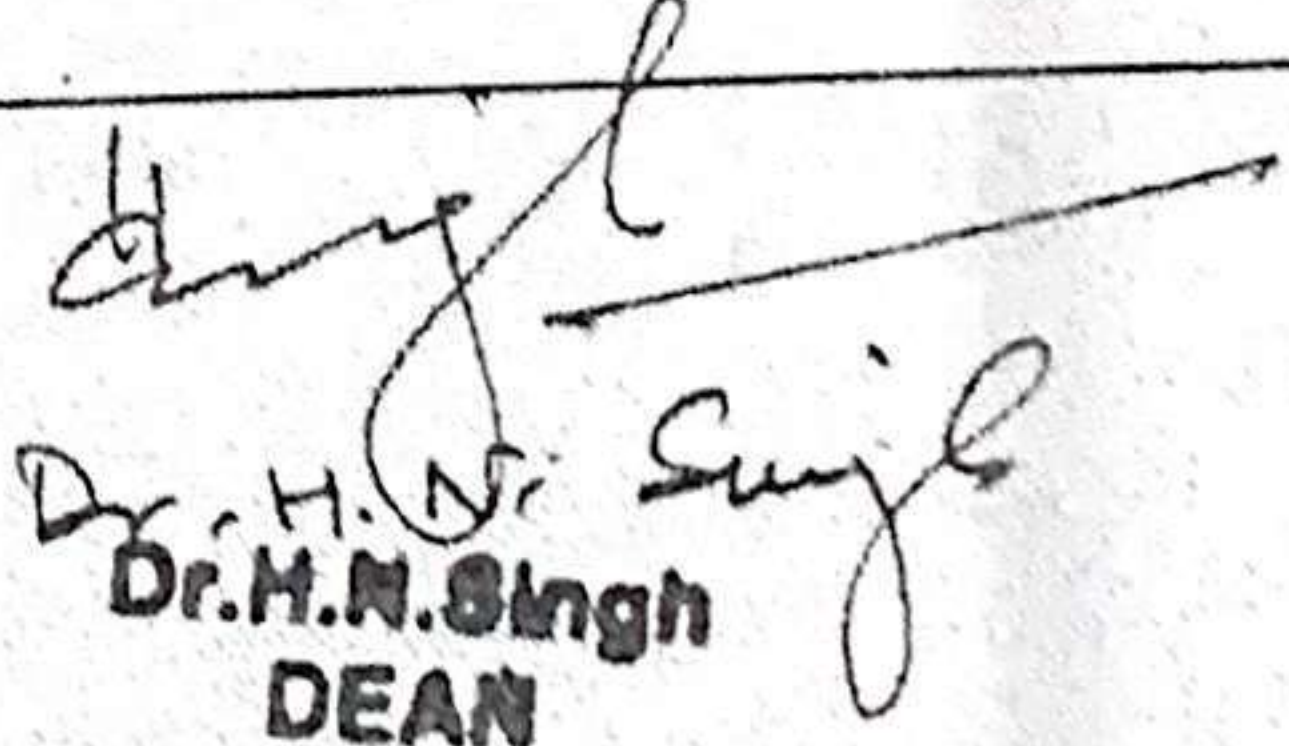
संयुक्त निदेशक (शैक्षणिक)
Joint Director (Academy) 3/2/2024

Witness 2:



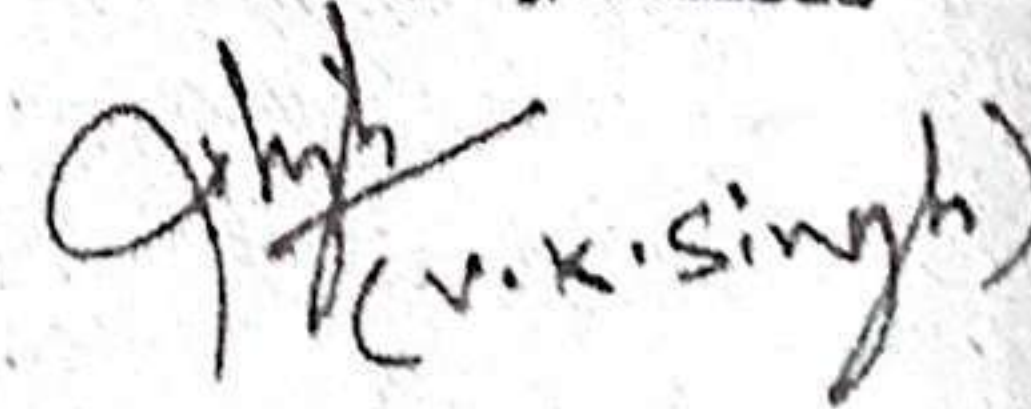
Registrar
भारतीय पशुचिकित्सा अनुसंधान संस्थान
Indian Veterinary Research Institute
इजतनगर, बरेली - 243122 (उ.प्र.) भारत
Izatnagar, Bareilly-243122 U.P. India

Witness 1:



Dr. H.N. Singh
DEAN
College of Vet. Sci. & A.H.

Witness 2: N.D.U.A.T. Kumarganj, Faizabad



Head
Department of Animal Nutrition
C.V. Sc. & A.H., N.D.U.A. & T., Kumarganj
FAIZABAD - 224 229

Memorandum of Understanding

Between

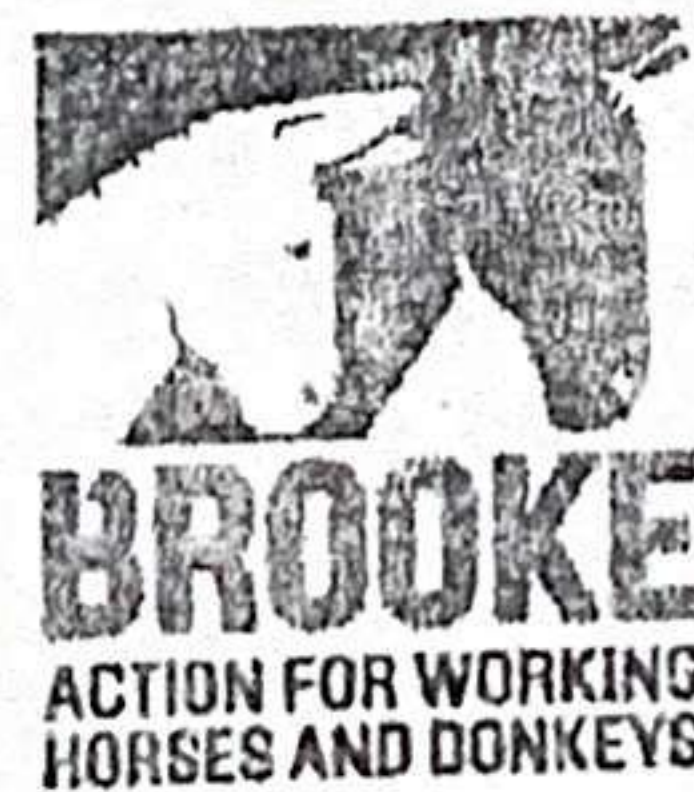
Acharya Narendra Deva University of Agriculture &
Technology (ANDUAT) Kumarganj, Ayodhya, 224 229 (U.P.)



&

Brooke Hospital for Animals (India)

E-61, Preet Vihar, Delhi 110092



This agreement has been made and agreed upon between all the parties mentioned below, signed on <Date> 21.12.20

Between

Brooke Hospital for Animals (India) (hereafter known as Brooke India or BI), is a Not For Profit Company registered under Section 25 of the Companies Act 1956 (Now Section 8 of the Companies Act 2013). It is registered as an Animal Welfare Organization by the Animal Welfare Board of India (AWBI) and works for the welfare of working equids. BI's mission is to sustainably improve the conditions of working equines and that of the underprivileged marginalized families that own them.

And

Acharya Narendra Deva University of Agriculture & Technology (ANDUAT) Kumarganj, Ayodhya, (U.P.), is a premier institute established in 1975. The University is devoted to education, research and extension to advance the economic and social development of the state through its mandate given in the Act. It manages its staff, physical and financial resources to respond to new challenges and opportunities through a well-organized planning process. The University keeps on addressing changes in the themes of the programmes by creating value for achieving improvement in the research, teaching and extension programmes. Keeping the mandate in view, the University has set the following goals: Create opportunities for education in the fields of agriculture and allied sciences for the citizens of the state through the establishment of institutions of higher learning, Implement appropriate research and technology development programmes in the aforementioned areas through specific projects and schemes.

1. Background

According to the 2019 livestock census, there are 1 lakhs Horses/Ponies/Mules/Donkeys in Uttar Pradesh (UP). Despite the drastic decline in equine population, the state still has one of the largest equine population in India. The working equines provided livelihood to the poor and marginalized section of the society in the state. The horses/mules/donkeys are employed at brick kilns, vegetable markets and carrying passenger in rural and peri-urban areas.

Since its inception, BI has been focusing on poor and marginalized working equine owning communities in state. Through our intervention, BI covers vast geographic areas in Western & Eastern, UP. In the past decade, we have also established good networking with State Animal Husbandry Department providing technical support for Glanders detection, imparting animal welfare modules to Vets & Livestock Extension Officers, and coordination during large equine fairs such as Garh, Dewa, Bateshwar in the state.

BI's operations in Uttar Pradesh is well placed to undertake measures for innovative and collaborative approaches to make significant impact on equine welfare. So it is envisioned that working with ANDUAT will prove a boon to marginalized equine owning community in the State. This is quite in line with, the ANDUAT's own vision 2030 which focusses to strengthen education, research and extension services and enhance people participation in implementation of outreach programmes. The University has a rich repository of highly educated and trained Veterinary professionals with specialization in various disciplines who are capable of meeting the livestock health and production requirements of the State.

2. Purpose

Looking at the strength and operational coverage of both the organizations, there excellent scope for both BI and ANDUAT to partner, leverage their inherent strengths and collaborate together to achieve better outcomes which foster better equine welfare in the state of Uttar Pradesh. This will further lead to sustainable development and improvement in the livelihood of the economically weaker section of society that owns working equines.

3. Areas of Collaboration

The areas of collaboration which are available include the following.

- i. Imparting equine specific skill development training to students, Veterinarians, Veterinary Paraprofessionals, Local Service Providers equine owners etc.
- ii. Extension support to equine owning community in BI/ University's operational area and proximity, respectively.

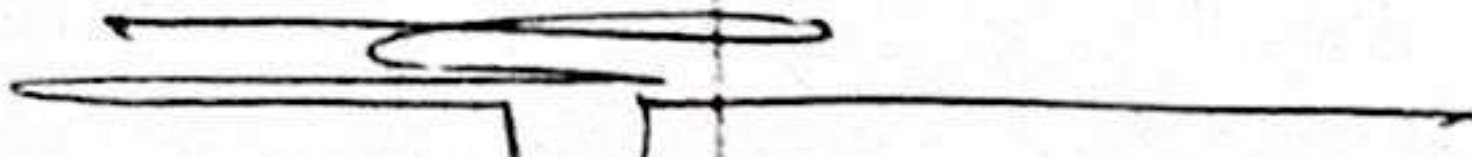



Sybil
21.12.20

- iii. Collaborative Research on issues concerning health and welfare of equines identified under field conditions.
- iv. Resource sharing
- v. Capacity building in Farriery, Animal Welfare, Compassionate handling etc.
- vi. Any other area of common interest as identified and agreed upon in future for the welfare of equines and equine owners.
- vii. Conducting placement activities

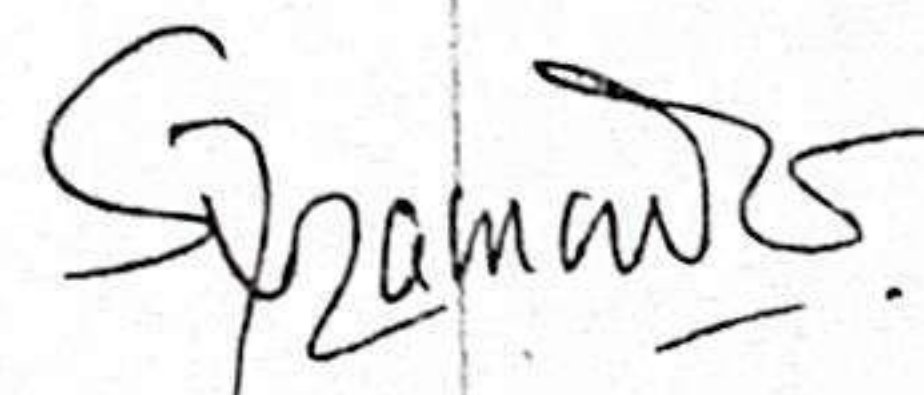
4. Terms & Conditions

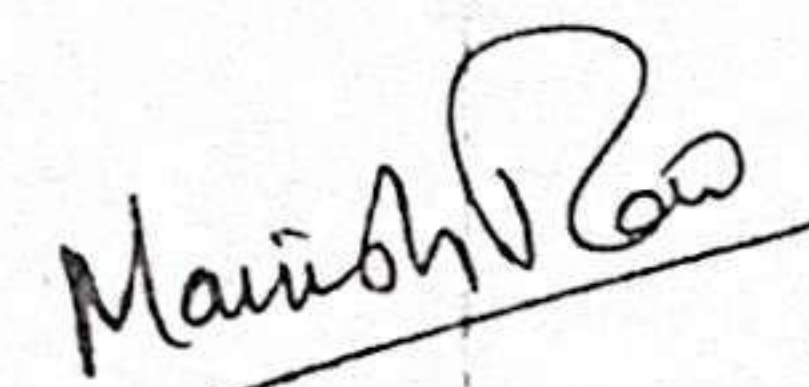
- i. Development of Joint action plan on the above mentioned thematic areas.
- ii. Joint updation and revision of course modules for training/certification/teaching in specified equine domains.
- iii. Joint implementation of training/teaching and certificate courses in specified equine domains.



 Brig JS Dharmadheeran
 Chief Executive Officer
 Brooke Hospital for Animals (India)
 E-61, Preet Vihar, Delhi 110092

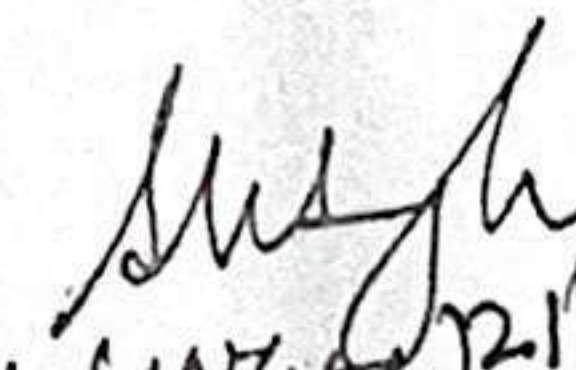

 21.12.20
 Dr. R. K. Joshi
 Dean,
 Veterinary & Animal Sciences
 Acharya Narendra Deva University of
 Agriculture & Technology (ANDUAT)
 Kumarganj, Ayodhya, 224 229 (U.P.)

Dated:

Witness 1. 
 DR S F Zaman, Head of Programm

Witness 2. 
 DR. Manish Rai, Senior Veterinary officer


 Witness 1. Dr. D. Miyagi
 DSW, ANDUAT.

Witness 2. 
 (S.V. Singh) 21/12/20.
 Assst Prof.
 Vety medicine

LETTER OF AGREEMENT

between

International Rice Research Institute (IRRI)

and

**Acharya Narendra Dev University of Agriculture & Technology
(ANDUAT)**

I. Project description

Project Title:	Accelerated Genetic Gain in Rice (AGGRi-Alliance) –Marginal Environment (ME)_Non Stress & Submergence
PLA ID:	C-2020-184
Agreement ID:	A-2017-129
Name and address of partner institution:	Narendra Dev University of Agriculture & Technology (NDUAT) Narendra Dev University of Agriculture & Technology Kumarganj, Faizabad - 224 229 Uttar Pradesh, India, saurabhnduat@gmail.com
Name of IRRI Scientist/Project Leader and contact details:	Dr. Vikas Kumar Singh Scientist I - Plant Breeding v.k.singh@irri.org
Collaborating NARES scientists/position title/contact details:	Dr.Sourabh Dixit Rice Breeder saurabhnduat@gmail.com Dr. Ashok Kumar Singh Associate Professor and Head assinghkumar3@gmail.com
Project Activities:	<ol style="list-style-type: none"> 1. Accelerate the rate of genetic gain for yield generated by NARES-IRRI breeding networks for farmers 2. The NARES- IRRI breeding networks to jointly characterize and advance elite germplasm, create and analyze data on combined yield trials. 3. Adoption of a unified community of practice, standard protocols for trialing and data to be collected and analyzed. 4. Design and implementation of a standard advancement system, in collaboration with NARES, culminating in data-driven decisions governing yield trial entries and parental selection.
Commencement date:	September 1, 2020
End date:	October 31, 2023
Total budget:	USD 16,000

International Rice Research Institute

IRRI is a member of the CGIAR Consortium

Mailing address DAPO Box 7777, 1301 Metro Manila, Philippines City and courier address Suite 1009, Security Bank Center, 6776 Ayala Avenue, 1226 Makati City, Philippines; Tel. +63 (2) 856-6133, 856-6129; Fax. +63 (2) 891-1236 Headquarters at Los Baños Tel. +63 (2) 580-5600, 845-0563; Fax. +63 (2) 580-5699, 845-0606 Email: info@irri.org

II. Reporting Schedule

	Due Date	Report Type	Title of Report
1	30 December 2020	Technical	Wet Season Progress Report
2	30 December 2020	Financial	Wet Season Liquidation Report
3	30 June 2021	Technical	Dry Season Progress Report
4	30 June 2021	Financial	Dry Season Liquidation Report
5	30 December 2021	Technical	Wet Season Progress Report
6	30 December 2021	Financial	Wet Season Liquidation Report
7	30 June 2022	Technical	Dry Season Progress Report
8	30 June 2022	Financial	Dry Season Liquidation Report
9	30 December 2022	Technical	Wet Season Progress Report
10	30 December 2022	Financial	Wet Season Liquidation Report
11	30 June 2023	Technical	Dry Season Progress Report
12	30 June 2023	Financial	Dry Season Liquidation Report
13	30 December 2023	Technical	Wet Season Final Progress Report
14	30 December 2023	Financial	Wet Season Final Liquidation Report

III. Payment Schedule

	Currency	Amount	Due Date
1	US Dollar	4,000	Upon receipt of the signed agreement
2	US Dollar	4,000	Upon submission of the progress and liquidation reports of 2021

3	US Dollar	4,000	Upon submission of the progress and liquidation reports of 2022
4	US Dollar	4,000	Upon submission of the Final Progress and Liquidation reports of 2023
	US Dollar	16,000	TOTAL

- 3.1 Funds shall be used exclusively for the purpose of implementing the project activity. Within thirty (30) days after completion of the activity, **Narendra Dev University of Agriculture & Technology (NDUAT)** shall return to IRRI any unutilized funds, which must be reflected in the financial statements. Financial report must follow the template as in the attached Annex 1 certified correct by the partner's authorized signatory for Finance. All Financial reports must be submitted via email to the following email addresses: ipmo@irri.org , subgrants@irri.org , fbpt@irri.org.
- 3.2 First payment shall be processed upon receipt of the signed LOA, subject to availability of funds. Subsequent releases, if any, will be subject also to availability of funds from the **Bill & Melinda Gates Foundation (BMGF)**, liquidation of at least 75% of the released funds, satisfactory delivery of agreed outputs/milestones, and satisfactory narrative and financial reports.
- 3.3 The partner institution shall not spend more than the amount of this agreement unless seconded by an amendment.

IV. General conditions

- 4.1 Results of the collaborative research will be jointly published in the public interest, to maximize impact. In case one of the Parties decides to protect valuable Foreground IP, the Parties will agree on suitable timeframe for publication.
- 4.2 The recipient shall keep all the documents and records related to this grant for the period of four (4) years after termination of the grant. IRRI or its duly authorized representative shall, within the project and aforesaid periods, have access to any of recipient's records related to this agreement to monitor and conduct evaluation of operations which may include: a visit by personnel or designee to observe recipient's structure and a review of financial and other records for the purpose of conducting audits.

4.3 Intellectual Property Conditions

- i. All research materials used in the collaboration will be transferred using appropriate Material Transfer Agreements (hereinafter 'MTA') including SMTA¹ in line with CGIAR guidelines. Further, the transfer of biological materials, including breeding materials and germplasm, will be subject to pertinent stewardship, biosafety and bioprospecting laws, rules, and regulations. For incoming materials, IRRI may use such materials for non-commercial research and/or education purposes, and in this case, will give full credit to the source of the materials.

¹ <http://www.fao.org/3/a-bc083e.pdf>),

- ii. All Foreground IP, joint R&D results including data gathered in the course of, and as a result of, the implementation of the project such as, but not limited to reports, articles, research papers, data bases, tri-media presentations including joint R&D project outputs, joint R&D discoveries, joint R&D inventions and its digital copies (soft copies), shall be subject to the CGIAR Principles on the Management of Intellectual Assets ("CGIAR IA Principles")²:

Management of such IP shall also be in accordance with IRRI's Intellectual Property and Commercialization (IP&C) Policy.

- iii. The ownership of the intellectual property that existed prior to the commencement of this LOA ("Background IP"), held by one Party, shall remain the full property of that Party, and shall not be altered or transferred by virtue of this Agreement. This LOA does not confer any right on the use of the Background IP of either Party.
- iv. IRRI and **Narendra Dev University of Agriculture & Technology (NDUAT)**, agree that the results of the collaborative research and/or the Foreground IP can be used:
 - a. for non-commercial research and training conducted by IRRI and by 3rd party public research institute (hereinafter referred to as "Research Exemption"); or
 - b. for use in the event of a national or regional food security emergency limited to the duration of the emergency (hereinafter referred to as "Emergency Exemption"); or
 - c. for use in teaching activities by academic organizations (hereinafter referred to as "Teaching Exemption").
- v. Foreground IP generated in collaborative research shall be managed with the aim of reaching and achieving the greatest positive impact for the benefit of the rice farmers and rice food security
- vi. Each of the parties is free to use all data and information developed under this Agreement for the enhancement of their respective academic and research programs. Whenever applicable, the principal authors, researchers, and project leaders from both Parties shall be identified, recognized, and included in any publications arising from the joint R&D projects.

4.4 Confidentiality

- a. A receiving Party (hereinafter "Recipient") shall not disclose Material marked "Confidential" or "Proprietary" to any third party nor use such Confidential Information for any purpose other than that given without written permission from the other Party.
- b. The Recipient shall use the same degree of care to protect Confidential Information received under this Agreement as it uses to protect its own information of a similar nature, but in any event not less than reasonable care under the circumstances.
- c. The Confidential Information shall be excluded from confidentiality if the Recipient can demonstrate that (a) it had possession of the information prior to disclosure; or (b) the information generally is available to the public at the time of disclosure, or becomes generally available, after disclosure, through no fault of Recipient; or (c) Recipient receives the information from a third party having the right to the information and who does not impose confidentiality.

² <https://library.cgiar.org/bitstream/handle/10947/4486/CGIAR%20IA%20Principles.pdf?sequ%20ence=1>

4.5 Termination

Either Party may terminate this agreement unilaterally by giving notice of its intention to terminate at least thirty (30) days in advance of the intended effective date of termination. The GRANTEE will refund to IRRI the grant funds if GRANTEE terminates this agreement before it expires.

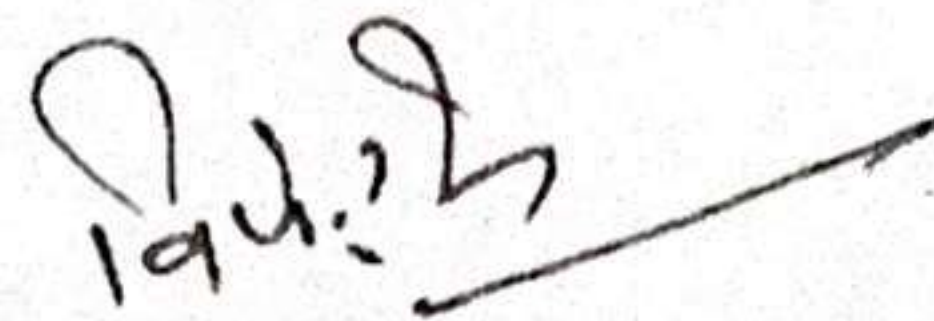
The parties have hereunto affixed their signatures on the dates indicated below to signify their conformity to the conditions set forth in this Letter of Agreement.

For the
International Rice Research Institute (IRRI)

For the
Acharya Narendra Dev University of Agriculture &
Technology (ANDUAT)

Mr. Alvin Poncin
Head, Portfolio Management Office

Date: 22 September 2020



Dr. Bijendra Singh
Vice-chancellor
A N D Univ of Agric. & Tech

Date: Kumarganj, Ayodhya (U P)

01st Oct, 2020



उत्तर प्रदेश UTTAR PRADESH Memorandum of Understanding

FP 803688

This Memorandum of Understanding (hereinafter called as 'MOU') is entered into on this

Date: November 09, 2020

BETWEEN

Acharya Narendra Deva University of Agriculture and Technology (ANDUAT), Ayodhya, is a university located in Kumarganj, Ayodhya, Uttar Pradesh, India. It was established on 10th October, 1975. University had been providing its dedicated service for more than Forty Five Years (Hereinafter referred to as "Party One" which expression shall unless repugnant to the context or meaning thereof, mean and include its successors, executors and permitted assigns) of the First Part.

AND

Madan Mohan Malaviya University of Technology (MMMUT), Gorakhpur has been established in year 2013 by the Government of Uttar Pradesh in the form of a non-affiliating, teaching and research University after reconstituting the Madan Mohan Malaviya Engineering College, Gorakhpur which was established in 1962 (Hereinafter referred to as "Party Two" which expression shall unless repugnant to the context or meaning thereof, mean and include its successors, executors and permitted assigns) of the Second Part.

Both MMMUT and ANDUAT are referred to individually herein as a “Party” and collectively as the “Parties”

WHEREAS

ANDUAT, Ayodhya has constituent colleges in Ambedkar Nagar and Azamgarh district, as well as a planned college in Gonda district. Also the university has 24 Krishi Vigyan Kendra (KVK) those are working in the different districts of eastern UP with mandate “Technology Assessment and Demonstration for its Application and Capacity Development”. These are also suitable organization for research, development and dissemination of improved technologies among the farmers with skill development of the rural youths.

WHEREAS

Madan Mohan Malaviya University of Technology, Gorakhpur has been established in year 2013 by the Government of Uttar Pradesh in the form of a non-affiliating, teaching and research University after reconstituting the Madan Mohan Malaviya Engineering College, Gorakhpur which was established in 1962.

Fifty seven batches of students have entered its portals to emerge after four years of rigorous education under the tutelage of some of the most venerable teachers, engineers ready to face the world and create new worlds.

Both MMMUT and ANDUAT therefore, agree to work together in an integrated and collaborative manner in relation to smart farming technology development covering Industry, Utilities and all other involved stakeholders.

Article 1 – Broad Areas of Cooperation

MMMUT and ANDUAT have identified the following areas of mutual interest:

1. Jointly work to accelerate, expand and achieve the National mission and aspiration in the area of smart farming technology through trainings, skill development and capacity building programmes launched by ANDUAT/MMMUT and towards better employability; enhanced job creation and entrepreneurship;
2. Share each other’s facilities, infrastructure and resources for meeting the Institutional, National and Global objectives;

3. Invite each other's experts, faculty members, trainees and students to participate in various capacity building programmes, organized jointly or separately;
4. Jointly organize interactive sessions, workshops, refresher courses, round-tables, seminars and conferences, whenever and wherever feasible;
5. Extend preferential treatment to each other in levy of participation fee; infrastructure/facility usage fee, hostel fee, Guest House fee, etc;
6. Permit each other's faculty, trainees and students easy access to Campus, Library, Laboratory, Technical Visits, Testing and other facilities;
7. Provide and share each other's Brochures/Flyers, Reading/Course Materials, Programme Information etc. and prominently display the same at Library, Notice Board, Website etc. as the case may be;
8. Share data related to their area of expertise and available to the centre like Soil, Crop, Land preparation, irrigation, Crop disease, farmers, farming pattern and other data necessary time to time in research and development of the related technology.
9. Jointly work towards enhancing industry-academia interface and aligning training, capacity building and skill development to meet the industry-specific requirements and for better employability;
10. Assist each other in "Training the Trainers" Programme, Entrepreneurship Development Programme, Standardization of Courses and Certification Programmes, Testing Protocols, Commercialization of R&D activities, etc. and
11. Jointly work towards enhancing and expanding the capacity, capability, facility and infrastructure through resource mobilization and aligning the capacity building, skill development and training programmes by forming national and international alliances and institutional partnerships.

The above areas of co-operation are indicative only and may be expanded or curtailed through mutual consultation.

Article 2 – Validity

The Memorandum of Understanding (MoU) will enter into force on the date of its signing and will remain valid till five (5) years. However, agreements concluded under this MoU shall be valid till end of contracting obligations and responsibilities of the concerned parties. The validity of this MoU can be further extended with the mutual consent of the parties in writing.

Article 3 - Termination

This MoU may be terminated by either party by serving three months (90 days) notice in writing, without assigning any reason, subject to completion of assignments in hand.

Article 4 – Governing Law

Laws of India shall govern this MoU.

Article 5 – Others

This Memorandum does not grant any exclusive right to any of the two Parties in the areas of cooperation that they mutually agree and shall not create any legal binding obligations upon either Party.

IN WITNESS THEREOF, the undersigned duly authorized thereto have signed this Memorandum of Understanding.


09/11/2020

Acharya Narendra Deva University of
Agriculture and Technology, Ayodhya
(ANDUAT)

Date: 9-11-2020
Prof. A.P. Rao
Director Extension
A.N.D.U.A.T. Kumarganj


WITNESSED BY: Ayodhya

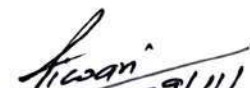


Madan Mohan Malaviya University of
Technology, Gorakhpur (MMMUT)
(Prof. Sanjay Kumar Soni)

Date: 09/11/2020
Dean of
Research & Consultancy
M.M.M.U.T. Gorakhpur

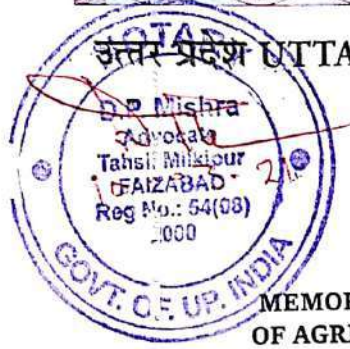
WITNESSED BY:

- 
09/11/20
1. DR. S.P. Singh, Sr. Scientist (Hort) (KVK Beliyar, Gorakhpur) (ANDUAT Kumarganj Ayodhya)
 2. DR. S.K. Singh, Scientist (Animals) (KVK Beliyar, Gorakhpur) (ANDUAT Kumarganj Ayodhya)

- 
09/11/2020
1. Dr. PRABHAKAR TIWARI (MMMUT, GORAKHPUR)
 2. Dr. Rajan Mishra (MMMUT, Gorakhpur)



FB 883907



MEMORANDUM OF UNDERSTANDING (MoU) BETWEEN THE U.P. COUNCIL OF AGRICULTURAL RESEARCH AND ACHARYA NARENDRA DEV UNIVERSITY OF AGRICULTURE AND TECHNOLOGY, KUMARGANJ, AYODHYA.

The Acharya Narendra Dev University of Agriculture and Technology, Kumarganj, Ayodhya

The U.P. Council of Agricultural Research (Sponsoring Agency), Acharya Narendra Dev University of Agriculture and Technology, Kumarganj, Ayodhya (Implementing Agency) and PI agree to co-operate in conducting Research under an Ad-hoc project entitled "Genetic Improvement of Kalanamak for Productivity Traits, Biotic and Abiotic Stress Tolerance, Aroma and Nutritional Quality" sanctioned by the Council and communicated to the implementing agency vide this Council's letter No. 615/CS/131(k)/2020-21 dated 28.10.2020 to be located at Krishi Vigyan Kendra, Sohna, Siddharthnagar under the supervision of Dr. Markandey Singh, Dr. Pradeep Kumar, Dr. S.N. Singh and the leadership of Dr. L. C. Verma, Senior Scientist and Head, KVK, Sohna, Siddharthnagar.

1. In order to achieve the objectives set out in the project within the targeted time, the U.P. Council of Agricultural Research (Sponsoring Agency) agrees to provide for the following:
 - (a) Consolidated remuneration of the scientific personnel provided in the approved project.
 - (b) Travelling allowance.
 - (c) Recurring and non-recurring contingencies to the extent provided in the project.

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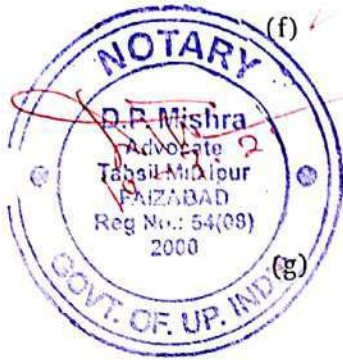
2. *The implementing agency agrees for the following:*
- (a) To nominate at least one Co PI of the relevant field to facilitate the PI who may act as PI in the absence of PI.
 - (b) To implement the project including the appointment of staff within six months from the date of final approval of the project by the Council.
 - (c) The implementing agency shall intimate to UPCAR at least one week in advance the date of interview for appointment of Research Fellow in the said project so that some one from the UPCAR may be deputed. However, the presence of UPCAR nominee in interview shall not be mandatory.
 - (d) To provide land and laboratory facilities required for the project.
 - (e) To provide such equipment and other physical facilities as are required for the project work.
 - (f) Recruitment of scientific and technical staff will be done by Principal Investigator in accordance with the recruitment procedure of university/implementing agency.
 - (g) To provide such skilled and unskilled labor required for the project work.
 - (h) To provide on their own such ancillary staff as Field/Laboratory Assistants or Attendants, Clerks and Stenographers, etc. as are required for the project work.
 - (i) To avoid transfer of the scientific staff appointed for the project.
 - (j) Project will not be transferred to other Department/Investigators.
 - (k) To permit the scientific staff to attend the relevant All-India Workshop, Seminars, symposia, Conferences, Group Meetings etc. organized by the relevant co-ordinated research projects.
 - (l) To use the staff exclusively for the project work.
 - (m) To use the funds provided under the project exclusively to the project work.
 - (n) To render accounts to the Council regularly and on time.
 - (o) To furnish regularly and on time satisfactory/half yearly and annual reports.

3. *The U.P. Council of Agricultural Research and the implementing agency mutually agree that:*

- (a) The scientific staff provided under the project would be utilized exclusively for the project work. However, in exceptional cases, they may be engaged for post-graduate teaching or guiding research. But such engagements should in no case exceeded 25% of the time of the scientists.
- (b) Change of Principal Investigator/Leadership is not acceptable.
- (c) Scientific Staff would attend the workshop meetings and present their data for discussion.
- (d) Normally grants are released twice a year. The first installment would be released immediately after signing of MOU. The second and subsequent installments would depend upon the receipt in the Council of the satisfactory half yearly and annual progress reports.
- (e) The specifications of machinery/equipments etc. approved in the project under non-recurring contingency shall be sent to UPCAR (Sponsoring institute) and the authorized nominee of the UPCAR

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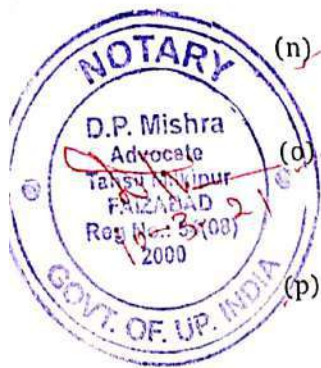
may inspect the equipments/machinery so as to check that the equipment procured in the project are in accordance with the specifications provided to UPCAR.

- (f) Non-recurring contingency shall be released to the implementing agency with the first installment for the procurement of non-recurring items/equipments approved in the project. However, the procurement of equipments etc. should be made within one year from the start of the project otherwise it will be deemed that the said equipments are not required in the project and UPCAR will withdraw the fund allocated for non-recurring items. The implementing agency would ensure the satisfactory progress of work under the project as per the approved technical programme. Non-performer research projects will be identified on the basis of half yearly/annual review in the event of unsatisfactory progress of work, the implementing agency will be asked to take necessary disciplinary action against the concerned PI and to refund the money invested in the project.
- (g) Six monthly Utilization Certificate will be submitted by the P.I., Head of Institution and designated Finance Officer/ F&AO/ Comptroller of the Lead and each Cooperating centre indicating the head wise expenditure incurred and resultant unspent balances/ savings. Only on the receipt of UC, any funds will be released for the next installment, after adjusting for the savings from the previous UC. Each of the Lead and the Cooperating Centre will submit the 'Audited Utilization Certificate' (AUC) for the previous year in the sanctioned heads and sub-heads as demanded by UPCAR. The Central University/ ICAR/ CSIR/ State Government Institutes will get the AUC from the CAG/ CAs. The Universities (General and Agricultural) and the non-ICAR institutes will have the option to get the certificate from their statutory auditors or from a Chartered Accountant empanelled by the AG Accounts/ Audit of state governments. The private and NGO institutions will get the certificate from a Chartered Accountant empanelled by the AG Accounts/ Audit of state governments. The cost of hiring the Chartered Accountants will be met out of the recurring contingency/ miscellaneous/ institutional charges.
- (i) The final report would be submitted to the Council within three months after the closure of the project.
- (j) The date of commencement of the project shall be the date of release of first installment to the implementing agency.
- (k) The IP generated from the project by Implementing Agency will be the joint property of Implementing Agency and UPCAR, Lucknow (Sponsoring Agency). It shall be the responsibility of Implementing Agency to take necessary action for protection of the intellectual property arising out of the project through proper instruments.
- (l) The Intellectual Property (patentable/licensable) developed may be transferred to other entrepreneur on a non-exclusive basis on such term and conditions as may be determined by UPCAR.
- (m) All the assets including the equipment's and produce acquired will be the property of UPCAR or otherwise decided by Council.

L. Verma

[Signature]

The rights of Intellectual Property under this MoU shall not be transferred to any other party without prior approval in writing of UPCAR.



- (n) All publications i.e. bulletins, books, pamphlets etc. developed under the project should be approved from UPCAR prior publication.
- (o) It shall be the responsibility of Implementing Agency to ensure that support of UPCAR is suitably acknowledged in the publications (paper, reports and other literary creations) arising out of the project.
- (p) Under projects related to development of BCA (naturally occurring or created based on human intellect) generic name of microbe should be communicated to UPCAR along with progress report whereas, council may direct to disclose the name of strains. Detailed information regarding submission of microbe to repository must be communicated to UPCAR.
- (q) In case of new plant varieties developed/collected from farmer field under UPCAR funded projects the application must be forwarded through UPCAR to PPVFRA and Council will be included as co-owner regarding benefit sharing through registered plant varieties under PPVFRA.
- (r) All materials developed under the project and isolated strains of microbes must be deposited to concern authority (NBPGR/PPVFRA in relation to plant material and NAIMCC, NBAIM, Mau for in relation to microbes).

This memorandum of understanding shall become effective from Date of Introduction and shall continue till 02/05/2020 which would be the date of termination of the present term of the project.

L.C. Verma
(Signature with seal)
Principal Investigator
Senior Scientist & Head
K.V.K. Soha-Siddharth Nagar

11.11.2020
(Signature with seal)
Head of Implementing
agency
Vice-chancellor
AND Univ of Agric. & Tech
Kumarganj, Ayodhya (U P)

[Signature]
(Signature)
Secretary
U.P. Council of Agricultural
Research
सचिव
उ.प्र. कृषि अनुसंधान परिषद
लखनऊ

The deponent L.C. Verma

Identified By Sr D.P. Mishra

Sworn And Verified Before Me

[Signature]
NOTARY
10-3-21

**MEMORANDUM OF UNDERSTANDING
(MoU)**

Between

**Acharya Narendra Deva University of
Agriculture & Technology,
Kumarganj, Ayodhya, 224 229 (U.P.)**

and

**Smart Grid Private Limited (SGPL)
GF/09, Riverview, Ashram Road,
Navrangpura, Ahmedabad (Gujarat).**

Memorandum of Understanding (MOU)

This MOU is made on this 24th day of July 2021 (*Effective Date*)

BETWEEN

Acharya Narendra Deva University of Agriculture & Technology, Kumar Ganj, Ayodhya, 224 229 (U.P.), a University established and incorporated under **UTTAR PRADESH KRISHI EVAM PRODYOGIK VISWAVIDYALAYA ADHINIYAM, 1958,** (hereinafter referred to as "ANDUAT", which expression, unless repugnant to the context thereof, shall mean and include its successors and assignees) through its duly authorized representative, **Dr Rajesh Kumar Joshi, Dean, College of Veterinary Science and Animal Husbandry, ANDUAT, Uttar Pradesh of the FIRST PART**

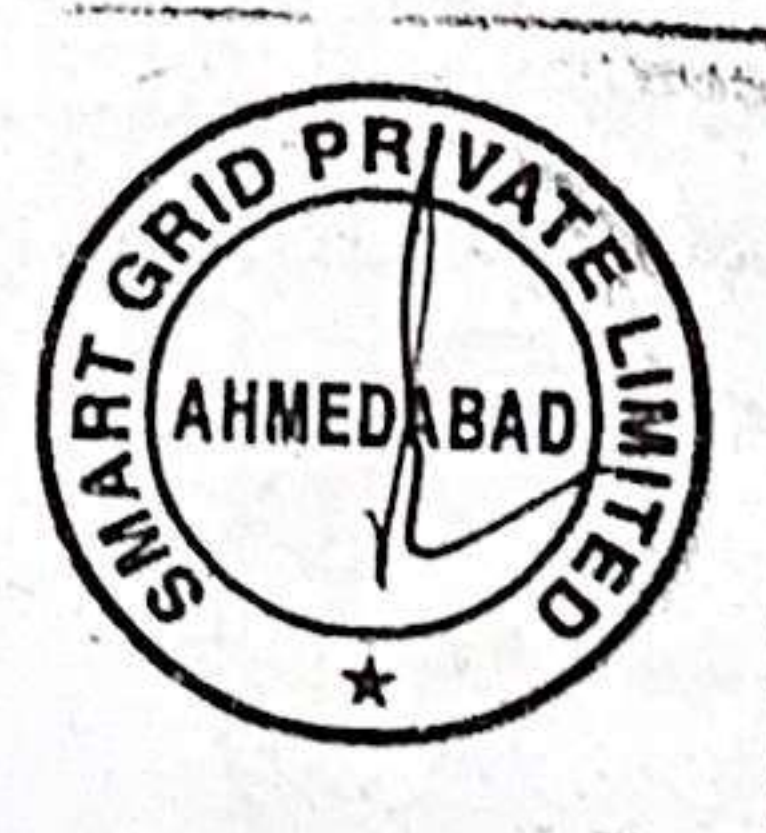
AND

Smart Grid Private Limited having its registered Office at **GF/09, Riverview, Ashram Road, Navrangpura, Ahmedabad** (hereinafter referred to as "SGPL", which expression, unless repugnant to the context thereof, shall mean and include its successors and assignees) working in conjunction with **Animal Industry Data Korea Co. Ltd (AIDKR), Korea** through its duly authorized representative, **Mr. Sunil Kumar Mishra, Director, Smart Grid Private Limited of the SECOND PART.**

"ANDUAT" and "SGPL" are referred to collectively as '**PARTIES**' and individually as '**PARTY**' as the context may require.

WHEREAS

Both parties have entered into this MOU with an objective to carry out joint research and development in field of Animal Health Care. The activities will involve joint working in filed of Clinical Diagnosis of animal diseases in timely manner through advanced technological interventions and their corrective treatments, reduction of medical expenses related to animal health through use of advance data analytics and machine learning and enhancement of Farmer Income with resultant increase of animal production capacities. Project is focused on increasing milk production of Cows & Buffaloes by 30% to 60% and increase in egg production by 60 – 100% in case of Poultry animals through a very structured animal development program. The natural integration of animal healthcare initiatives of this project with Agricultural Practices is expected to contribute in a big manner towards creating "Sustainable and Self-Reliant Smart Villages"



1.0 Scope of Work / Services

- 1.1 Research and Development on different aspects of Animal Health Care with proven and established practices of Indian Culture and advanced scientific data analytics and machine learning initiatives of developed world economies
- 1.2 Creating reliable optimum animal healthcare practices and smart animal farm models for deployment in Uttar Pradesh and whole of India
- 1.3 Forward and Backward Integration through innovation and research to increase qualitative and quantitative value of produce from animals
- 1.4 Building up a databank of healthy animal care practices after testing and validating for being used by Global Animal Healthcare Industry
- 1.5 Dissemination of Knowledge and Information about Importance of Healthy & Natural Way of Animal Breeding and its impact on Food Web to stakeholders residing within the Geographical reach of Project Area

2.0 Roles and Responsibilities

The roles and responsibilities of the Parties under this MOU will be as follows:

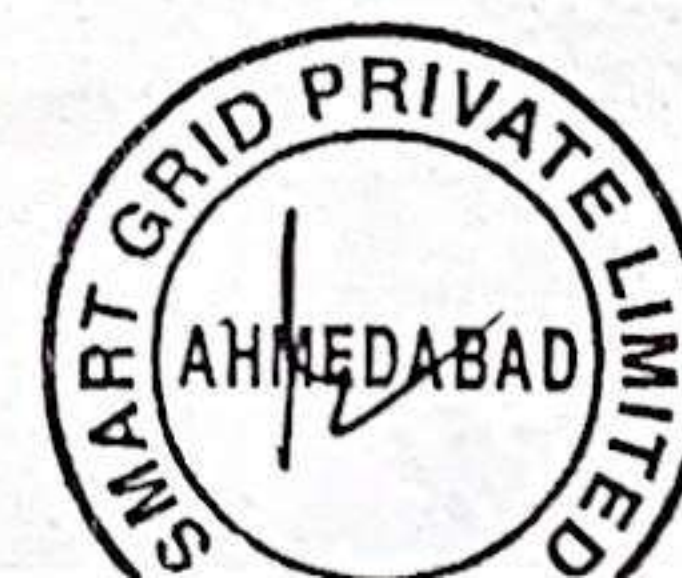
ANDUAT be responsible for the following activities:

- (i) Making available the necessary research literature and scientific studies already available in areas of identified research;
- (ii) Analysis of past and proven research in context of modern environment and today's advanced technologies;
- (iii) Making available necessary team members consisting of well experienced intellectual domain experts and young enthusiastic researchers along with laboratories and other testing facilities;
- (iv) Coordinating with different Universities and Institutions across the Globe to come up with best possible research models and testing them on most rigorous testing regimes;
- (v) Sharing of the developed models to Farmers and Stakeholders within coverage area of the University for direct implementation and other areas for knowledge sharing.

SGPL will be responsible for the following activities:

- (i) Identification and Presentment of different Animal Healthcare and Healthcare projects for consideration of ANDUAT Management in the agreed domain for research & development;
- (ii) Arrangement of Leading Global Research Scientists and Industry Experts to ensure full justice to the research project;
- (iii) Arrangement of any special plant, machinery and testing equipments which are not available with ANDUAT at the Project Site for being used by Project Team for research and development;
- (iv) Making efforts and finalize other joint research partners from Academia and Industry to make it meaningful and one of the best efforts in chosen domain and
- (v) Arrangement of Financial Resources as per budgeted requirements of different projects on its own or in conjunction with ANDUAT and other Authorities on case-to-case basis

3.0 Confidentiality



Both Parties shall not, without the express written permission, disclose any confidential information to any third Party, person, entity, etc. in any manner, directly or indirectly. For the purpose of this MOU, "Confidential Information" shall mean any and all technical or non-technical information or know-how relating to the business, services and/or products of the disclosing Party or a third party, including without limitation of any research, products, services, ideas, know-how, methods, business plans, developments, inventions, trademarks/logos, processes, techniques, designs, components, parts, documents, drawings, electronic files, data, sketches, plans, programs, specifications, software, and/or distribution, engineering, marketing, customer, vendor, financial, merchandising, sales, and employee information and/or other materials which are disclosed by one Party or on its behalf to the other Party or its employees or agents, directly or indirectly, in writing, orally, electronically, or by drawings or inspection.

However, it excludes any information which is:

(i) already in the public domain or becomes published or available to the public other than by a breach of this Agreement or any confidentiality obligation owed to the disclosing Party, but Confidential Information shall not be deemed to be in the public domain merely because any part of the said Confidential Information is embodied in general disclosures or because individual features, components or combinations thereof are known or become known to the public;

(ii) rightfully received from a third party without breaching any obligation of confidentiality under this agreement and that the received information is not derived out of or pursuant to the confidential information disclosed by the Disclosing Party pursuant to this MOU.;

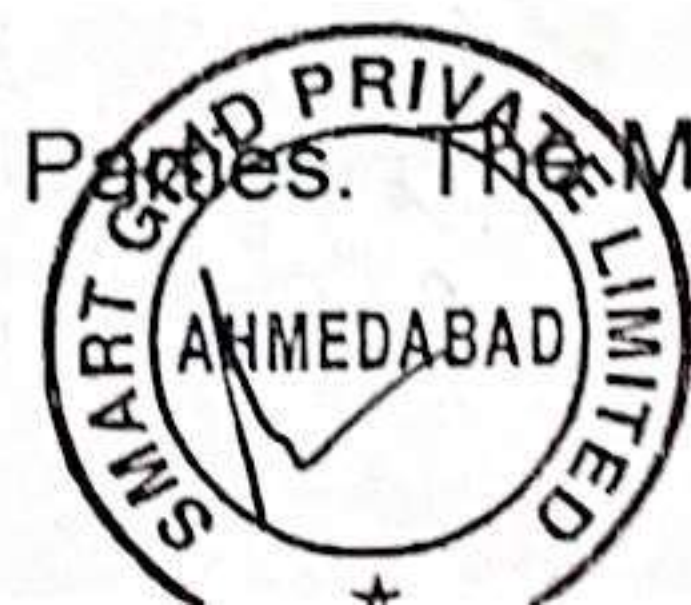
(iii) independently developed by employees or agents of the receiving Party without direct or indirect access to or use of the Confidential Information of the disclosing Party;

(iv) known to the receiving Party at the time of disclosure without an obligation of confidentiality; or

(v) produced in compliance with applicable Law or a court order, provided that the receiving Party first gives the disclosing Party reasonable notice of such Law or order and gives the disclosing Party opportunity to oppose and/or attempt to limit such production, unless the Law or court order prohibits giving of such notice. In such cases, the receiving Party will only disclose those portions of the Confidential Information that are legally required and will use all reasonable efforts to maintain the confidential treatment of such Confidential Information.

4.0 General Conditions

4.1 This MOU does not establish a joint venture or partnership between the Parties. The MOU does



not imply any financial obligations or legal binding on either party and is intended only to provide the general principles and key terms for initial co-operation and to facilitate further discussions.

4.2 Financial obligations with regard to any programs/activities shall be discussed and acted upon by the parties through separate agreement in writing.

4.3 Both parties hereby agree, under this MOU, to indemnify and hold each other harmless.

4.4 Both parties shall mutually respect the confidentiality and intellectual ownership of information shared between them.

The new intellectual property being developed / generated under this MoU will carry the rights of ownership among ANDUAT, SGPL and other partners engaged for the purpose in proportion to their contribution and will be governed by a separate agreement to that effect.

5.0 Term and Termination

5.1 This MOU will be effective for 36 months from the date of signing. It may be further renewed by mutual agreement in writing.

5.2 Amendments and additions may be made to the MOU subject to the written consent of both the parties.

5.3 MOU can be terminated by either party with minimum 90 days prior notice in writing to the other party.

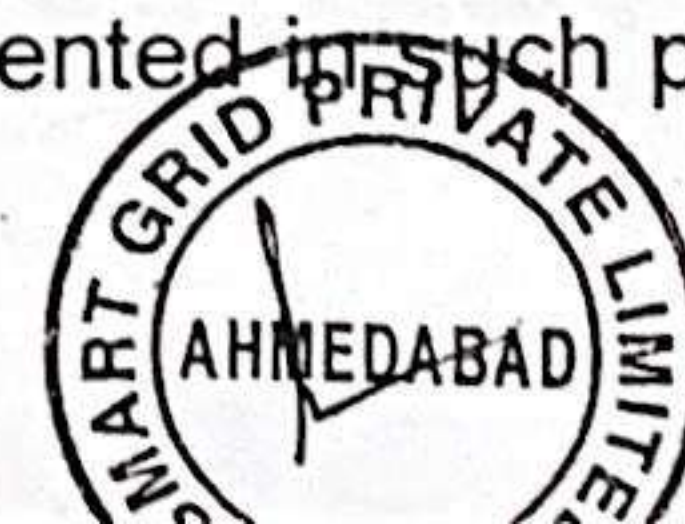
6.0 Governing Law and Dispute Resolution

The validity, interpretation, enforceability and performance of this MOU shall be governed and construed in accordance with the Laws in India.

Venue of settlement for any disputes which may arise under this MOU shall be at Lucknow, Uttar Pradesh.

Disputes arising between the parties out of or in connection with this MOU shall as far as possible be settled amicably.

If amicable settlement cannot be reached within 30 days from the date of the occurrence of the dispute, the matter under dispute shall be finally settled without recourse to the courts, in accordance with the provisions of the Arbitration and Conciliation Act 1996 and amendments thereto, if any. The arbitration shall be conducted by the arbitrator(s) appointed by mutual consent of both the parties in accordance with the rules of the said Act. The arbitral award shall be final and binding upon both the parties. The arbitration proceedings shall be held at Noida. All proceedings shall be conducted, including all documents presented in such proceedings, in English language.



Any and all notices, consents, claims, requests or other communications required or permitted to be given under any of the provisions of this MOU shall be in writing either through facsimile or by mail to be delivered by hand or by post / courier against acknowledgement. The notice shall be deemed to have been received on the next day of transmission if sent through facsimile and five days of date of dispatch if sent through mail. The notice aforementioned shall be given in attention of the concerned persons at the following addresses (or to such other address as any Party may specify by notice to other Party):-

In case of AUUP:-

Dr Rajesh Kumar Joshi,
Dean, College of Veterinary Science and Animal Husbandry,
ANDUAT, Kumar Ganj, Ayodhya - 224229, Uttar Pradesh, INDIA
e-mail : vetcollnduat@gmail.com, rkjoshivet26@gmail.com

In case of SGPL:-

Sunil Kumar Mishra
Director
Smart Grid Private Limited
GF/09, Riverview, Ashram Road, Navrangpura,
Ahmedabad -380 009, Gujarat, India.
e-mail : skm@smartgridworld.net; sunil@aidkr.com

IN WITNESS WHEREOF, parties hereto set and subscribe their respective hands on the day and year first herein above written

SIGNED AND DELIVERED
BY THE WITHNAMED

(Dr. Rajesh Kumar Joshi) *Joshi*
Dean
College of Veterinary Science and Animal Husbandry
ANDUAT, INDIA
24/07/21
DEAN
College of Vety. Science & AH
NDUA&T. Kumarganj, Faizabad

PARTY OF THE FIRST PART

In the presence of:

1. Dr. D. Niyogi *Niyogi*
24/7/21
2. Dr. P.K. CHOUDHARY *Choudhary*
24/07/2021

SIGNED AND DELIVERED

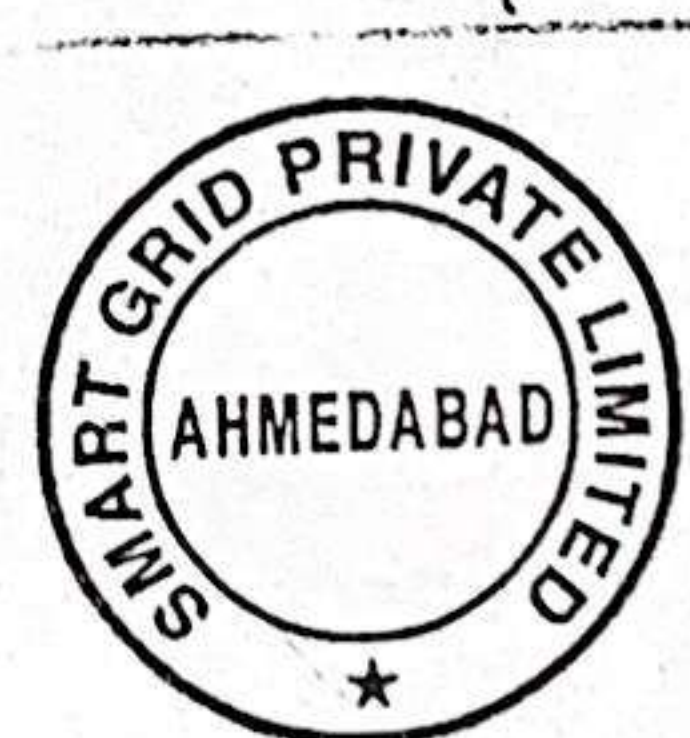
BY THE WITHNAMED
SMART GRID PRIVATE LIMITED

Sunil Kumar Mishra
24/07/21
(Sunil Kumar Mishra) Director
Director
Smart Grid Private Limited, India

PARTY OF THE SECOND PART

In the presence of:

1. Narendra Mishra *Narendra*
24/7/21
2. SHYAM NATH MISRA *Misra*
24/07/21



Umbrella Memorandum of Understanding

between

ICAR-Indian Institute of Seed Science, Kushmaur, Mau, U.P. India
(Name of the ICAR Institute)

and

Narendra Deva University of Science and Technology, Ayodhya, U.P. India

University/DU [Within NARS (AUs/ICAR DUs) or Outside NARS (Central/State Govt./Public Sector Funded Institutions/State Universities/Autonomous Bodies/Private Universities or Institutions)]

for facilitating

Students' Training/Postgraduate Research

This Memorandum of Understanding (hereinafter referred to as MoU) is made on this 22 day of the month of **June** in the year **2021** by and between the **ICAR-Indian Institute of Seed Science** (Name of the ICAR Institute) having its Head Office at **Mau** [herein after called First party], a constituent Research Institution of the Indian Council of Agricultural Research, Krishi Bhavan, New Delhi-110 001 on the ONE PART and the **Narendra Deva University of Science and Technology** [Name of the AU/ICAR-DU (Within NARS) or Central/State Govt./Public Sector Funded Institution/State University/Autonomous Body/Private University or Institution having its headquarters at **Ayodhya** [herein after called Second party] on the OTHER PART (who for the purpose of this MoU are hereinafter collectively referred to as the parties).

The parties, having discussed fields of common research interests and allied activities between the two institutions, have decided to enter into long-term collaboration for promotion of students' training and quality postgraduate research in cutting edge areas in accordance with the provisions contained in the Guidelines issued *vide* Letter No. 2-8/2012-HRD dated 11th December, 2012 or as revised from time to time.

WHEREAS the "First Party" is involved in the studies on **Seed Sciences** (specific mandated domain within the approved disciplines/divisions), AND WHEREAS the "Second Party", established *vide* F. No 2-8/2012-HRD dated **22 June 2021** by Govt. of India *vide* Act No. of and recognized by University Grants Commission].

AND WHEREAS it has been considered expedient to agree in writing to participate jointly in the projects requiring expertise and logistics from both the parties.

(Signature of First Party)


(Signature of Second Party)

Article 1. Scope

- 1.1 The Second party will recognize the First party as an Institute for conducting research related to the thesis requirement of the research students for **B.Sc., M.Sc., Ph.D.** (Name of the degree programme). The Second party will recognize Scientists of the ICAR Institute as recommended by its Director in accordance with the University rules and regulations for guiding students working for the said degree.
- 1.2 Operational details of research effort and collaboration will be made in common research programmes and/or projects restricted to specific mandated domain within the approved disciplines/divisions. The objective(s) for research work for a student coming from a Second party outside NARS should be exclusively different as far as possible.
- 1.3 Research instrumentation facility and library facilities available with the First party and the Second party will be made available to the faculty and research scholars. However, the costs of specific consumables will be borne by the respective organizations.
- 1.4 There shall be an exchange of students for academic, research and training purposes. Accommodation in the Hostel shall be arranged, wherever possible, as per extant rates. The duration of exchange visits will be determined by mutual consent between both the parties.

Article 2. Management

- 2.1 Director of the First party and the Vice-Chancellor/Head of the Institution of the Second party will be responsible to work out operational details of co-operation between the two organizations and ensure proper and effective implementation of this MoU.
- 2.2 The Advisory Committee will meet at least once in a year alternatively in the institutions of the First party and the Second party to review the activities. This meeting shall include presentation on the academic and research activities, which should be open to the students, faculty and scientists.

Article 3. Exchange of Information

- 3.1 The term "information" includes scientific or technical data, results and/or methods of investigation, and other information intended to be provided, exchanged, or arising under project descriptions entered into pursuant to this MoU.
- 3.2 The parties support the widest possible dissemination of information. Each party in joint projects shall be given the right to use, disclose, publish or disseminate such information for any and all purposes.

Article 4. General Provisions

- 4.1 It is understood that the First party and the Second party subscribe to the principle of equal opportunity and do not discriminate on the basis of race, sex, age, caste or religion. Both the Institutions shall abide by these principles in the administration of this agreement and neither party shall impose criteria for exchange of scholars or students, which violate principles of non-discrimination.

(Signature of First Party)

(Signature of Second Party)

- 4.2 Both parties understand that all financial agreements will have to be negotiated separately and will depend on the availability of funds.
- 4.3 Both parties acknowledge that exchange of students from one party to the other shall be subject to the availability of funds and shall comply with the regulations and policies of the First party and the Second party.
- 4.4 Any research publications arising will be jointly published in accordance with the provisions laid out in Item 3.2.1C of the Guidelines for the students to conduct research for their degree programme as trainees at ICAR institutions as notified *vide* Letter No. 2- 8/2012-HRD dated 11th December, 2012 or revised guidelines, if any, as may be issued from time to time.
- 4.5 A copy of the thesis/dissertation will be submitted to the First Party after the award of the degree by the Second party.
- 4.6 All questions related to this MoU arising during its term will be settled by the parties by mutual agreement. Disagreements at the operating level shall be forwarded to respective higher officials for appropriate resolution failing which an arbitrator of mutual acceptance may be identified for the settlement of dispute, if any.
- 4.7 All questions not foreseen related to this MoU will be handled by the parties by mutual agreement.
- 4.8 Nothing in this MoU is intended to affect other cooperation or collaborations between the parties.

Article 5. Intellectual Property Rights

- 5.1 The Second party will be expected to ensure protection of the Intellectual Property Rights generated or likely to be generated during the student's research work. The ICAR as the first applicant (for its institute) and the Second party shall be the joint applicants for IPRs and the students and involved scientific staff shall be included as the inventor/breeder/author. The 'ICAR Guidelines for Intellectual Property Management and Technology Transfer/Commercialization' as amended from time to time shall be the reference for exploitation of the generated intellectual property, whose management and benefits sharing shall be mutually decided in each case.

Article 6. Admission and Fees

- 6.1 All those who wish to register as trainees or for Master/Doctoral programme under this MoU must apply for admission at the Second party. The allocation of Major Guide/Advisor would be finalized before the registration and will be governed by the provisions laid out in Items 3.2.1A and 3.2.2A of the Guidelines for the students to conduct research for their degree programmes as trainees at ICAR institutions as notified *vide* Letter No. 2-8/2012-HRD dated 11th December, 2012 or revised Guidelines, if any, as may be issued from time to time, for the students from within NARS and outside NARS, respectively.
- 6.2 Admission of the students and the award of degrees for different programmes will be the responsibility of the Second party as per the rules and regulations.

(Signature of First Party)



(Signature of Second Party)

- 6.3 Allotment of the students at the First party will be done by the approval of Director of the First party and Vice-Chancellor/Head of the Institution of the Second party.
- 6.4 The First party would have the right to screen the students' eligibility for admission based on their academic period.
- 6.5 The PME Cell of the First party in consultation with the representative of the Second party shall decide the location and sharing quantum of research work.
- 6.6 The number of student(s) at any particular time will be subjected to the availability of research facilities and scientists' time to guide thesis research at the First party institution.
- 6.7 Any student(s) admitted to the First party for training/postgraduate research, if found violating the rules and regulations laid down by the First party or indulge in such activities that amount to tarnishing the image of the Institute, or cause damage to the property, the registration of such student(s) would be summarily terminated. The Second party will not complete the formalities of issuing the certificates to such students until they compensate the losses to the First party.
- 6.8 Fees will be charged from the students by the First party as per Guidelines for the students to conduct research for their degree programmes as trainees at ICAR institutions *vide* Letter No. 2-8/2012-HRD dated 11th December, 2012 or revised Guidelines, if any, as may be issued from time to time. No fee may be charged by the First party from the students registered with AU/DU within NARS. However a student registered with a Second party, outside NARS, will deposit fee of Rs. 10,000/- for training duration of 3 months (not leading to a degree/dissertation) and Rs. 30,000/- per semester (six months) for training, research, dissertation exceeding three months. Any change in fee structure by ICAR will be applicable from the date of revision and shall be charged by the First party.

Article 7. Entry into effect, modification and termination

- 7.1 This MoU shall become effective on the date it is signed by the parties and shall be valid for three years extendable up to five years. Both parties shall review the status of the MoU at the end of each three/five year period to determine any modification, whenever necessary. The period of validity of this MoU may be extended by mutual consent up to five years. This MoU may be amended by mutual written agreement and may be terminated at any time by either party upon written notification signed by the competent authority of the party initiating termination. Such notification must be given to the other party at least six months in advance from the effective date of termination.
- 7.2 All joint activities not completed at the expiration or termination of the MoU may be continued until their completion under the terms of this MoU.
- 7.3 No amendment or modification of the MoU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be amendment of the MoU. The modifications/changes shall become part of the MoU and shall be effective from the date on which they are made/executed, unless otherwise agreed to.

(Signature of First Party)


(Signature of Second Party)

This MoU has been executed in two originals, one of which has been retained by the First party and the other by the Second party).

IN WITNESS WHEREOF, the parties have executed this MoU and represent that they approve, accept and agree to terms contained herein.

ICAR-Indian Institute of Seed Science
(Name and Address of the First Party) mau

Acharya Narendra Dev University of Agri. & Tech
Kumarganj, Ayodhya

Dr. Sanjay Kumar

Dr. Bijendra Singh

Name of the Director of the First Party

Name of the Vice-Chancellor/Head of the Institution of the Second Party

Tel No. 0547-2970721

Tel No. 05270-262161
AND Univ. of Agric. & Tech
Kumarganj, Ayodhya (U.P.)

Date: 22.06.21

Date: 21/8/21

Signature with Seal

Signature with Seal

DIRECTOR

ICAR-Indian Institute of Seed Science
Kushmaur, Mau-275103 (U.P.)

Witness 1... Deepankar Jeyaraj

Witness 1... Registrar
A.N.D. Univ. of Agri. & Tech.
Kumarganj, Ayodhya

Witness 2... Kuldeep

Witness 2... [Signature]

Head
College of Vety. Sci. & A. M.
A. N. D. U. & T., Kumarganj - 224222
AYODHYA.

MEMORANDUM OF UNDERSTANDING

(MoU)

BETWEEN



ICAR- RESEARCH COMPLEX FOR EASTERN REGION

PATNA- 800 014 (BIHAR), INDIA

and



Acharya Narendra Deva University of Agriculture & Technology

Kumarganj- 224 229, Ayodhya, (U.P.), INDIA



71091 15/10/2021 AA 697335
अजीत कुमार, मुद्रांक विक्रेता
ला०सं० 30/37, सहायपालय, पटना

**Umbrella Memorandum of Understanding
between**

ICAR Research Complex for Eastern Region, Patna (Bihar)

and

**Acharya Narendra Deva University of Agriculture & Technology, Kumarganj,
Ayodhya, U.P.**

for

Facilitating students' Training/Postgraduate Research

This Memorandum of Understanding (hereinafter referred to as MoU) is made on this day of the month of in the year 2021 by and between the **ICAR Research Complex for Eastern Region**, having its Head Office at Patna – 800014 (Bihar) [hereinafter called /First party], a constituent Research Institute of the Indian Council of Agricultural Research, Krishi Bhawan, New Delhi – 110 001 on the ONE PART and the **Acharya Narendra Deva University of Agriculture & Technology, Kumarganj, Ayodhya, U.P.** having its headquarter at **Kumarganj, Ayodhya (U.P.)** [hereinafter called /Second Party] on the OTHER PART (who for the purpose of this MoU are hereinafter collectively referred to as the parties).

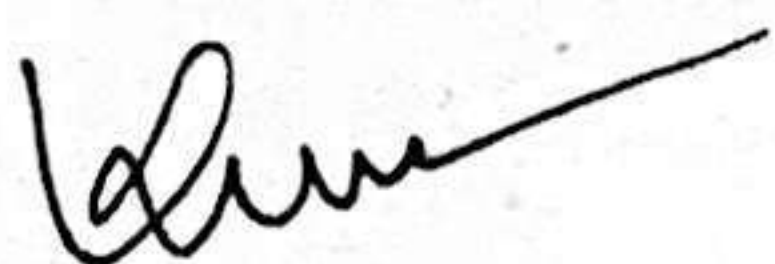
The parties, having discussed fields of common research interests and allied activities between the two institutions, have decided to enter into long-term collaboration for promotion of inter-institutional research, staff and students' training and quality postgraduate research in cutting edge areas in accordance with the provisions contained in the Guidelines issued vide Letter No. 2-8/2012-HRD dated 11th December, 2012 or as revised from time to time.

WHEREAS the "First Party" is involved in the studies on diverse issues relating to agricultural production in Eastern States of India. The institute came into existence on 22nd February, 2001 with its headquarter at Patna and its regional stations at Darbhanga, Bihar and Ranchi, Jharkhand. Two KVKS at Buxar, Bihar and Ramgarh, Jharkhand are also attached to the Complex. Since establishment, the institute has undertaken research work in the areas of land and water resources management, crop, horticulture, aquatic crops, fishery, livestock and poultry, agro-processing and socio-economic aspects for agricultural development in the region so as to improve the livelihood of resource poor farmers. (specific mandated domain within the approved disciplines/divisions),

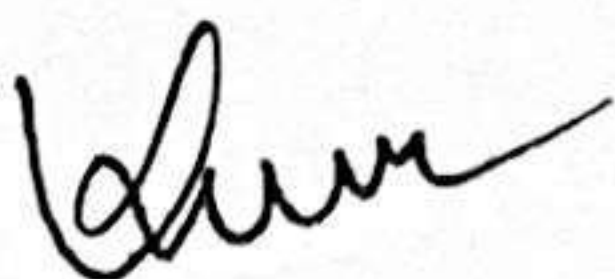
AND WHEREAS the "Second Party", Acharya Narendra Deva University of Agriculture & Technology, Kumarganj, Ayodhya, U.P. was established *vide Notification no. 5823/XII-4 dated 10.10.1975 by Govt. of Uttar Pradesh vide Act U.P. Agriculture University Act of 1958* and recognized by University Grants Commission]. The NDUAT is involved in imparting quality education in different branches of Agriculture, Veterinary, Horticulture, Fishery sciences and allied sciences, advancement in learning and research in Agriculture, Horticulture, Veterinary and Animal Sciences, Fishery sciences and other allied sciences and to undertake extension of such specialized knowledge to the needy people, to undertake study in marketing strategies, to liaise and establish vital linkage with the concerned departments of Agriculture, Animal Husbandry, Fisheries and Dairy Development of the State Government and Union Government, National and International Research Institutes specialized in the field of agriculture and allied areas.

GENERAL TERMS AND CONDITIONS

1. It is agreed that the collaboration between ICAR-RCER and ANDUAT be established in the area of mutual interests to both the parties for teaching and guiding research scholars leading to postgraduate (M.V.Sc. and M.Sc.) and doctorate (Ph.D.) degrees. Accordingly, the students of ANDUAT may undertake their research work at either in ICAR-RCER or ANDUAT in the area of mutual interests of both the Institutes under the supervision of Advisor/Co-guide.
2. The said institute (ICAR-RCER, Patna) agrees to make available infrastructure, laboratory facilities, library facilities and subject specialists for academics and research of the postgraduate and doctoral students as per the availability of the resources at the host institute.



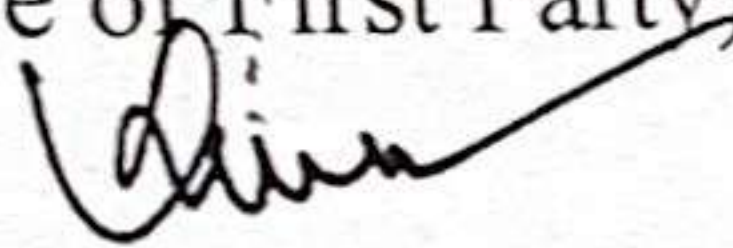
3. ANDUAT agrees to extend its infrastructure, laboratory, library facilities and Agriculture/Animal/ Fishery Experimentation to scientists/ research workers of the ICAR-RCER for accomplishing collaborative/ joint teaching/research programme as per the availability of the resources at the host institute.
4. ANDUAT agrees to extend facilities for field trials for the products developed by ICAR-RCER.
5. The MoU does not have any provision of common admission.
6. The technical programme of research of the student will be decided by the Advisory committee in consultation with the Co-Guide/ Major Guide of ICAR-RCER and ANDUAT as the case may be.
7. Scientists from ICAR-RCER, Patna will be involved for guiding postgraduate and Ph.D. student as a major advisor/co-guide in case of afore mentioned joint programme.
8. The programme of research duly approved by the Dean, Post Graduate studies of ANDUAT and Director (ICAR-RCER) pertaining to partial fulfilment of said degree shall be termed as joint programme.
9. Students shall abide by the respective Rules and Regulation/Instructions framed by the respective host Institutes of the ICAR-RCER/ ANDUAT. The concerned Co-Guide/ Major Guide/HOD shall ensure observance of the Regulation/Instruction of the Institute.
10. Consumable Items (Chemicals, reagents, glassware, plasticware, etc.) required for the research programme of the students shall be procured by the concerned HOD of ANDUAT or the students themselves if not available in the ICAR-RCER, Patna.
11. The students must follow Good Laboratory Practices (GLP) while working in the laboratories of ICAR-RCER. The host institute ICAR-RCER shall neither be held responsible for any accident/damage occurring due to ignorance of GLP by the student nor be liable to pay the subsequent damages in any form thereof.
12. The number of students from ICAR-RCER and ANDUAT to be accommodated under the MoU will be decided by the concerned HODs depending on the available facilities in the University/ Institute and technical programme of the students.
13. The student will be bounded by the rules and regulations of both the institutes from time to time.
14. Emergence of any intellectual property issue/ publications from the joint research shall be dealt by both the Institutions on equal sharing basis between ICAR-RCER and ANDUAT, as per guideline of ICAR, New Delhi.
15. The implementation and regulation of MoU shall be monitored and discussed by the Vice-Chancellor, ANDUAT and Director/ Head/ In-charge of ICAR-RCER the collaborating institution from time to time and any interim modification/ alternation that may be necessary shall be brought into force act by mutual consent of both the parties in written.
16. The MoU shall remain valid initially for a period of 5 years w.e.f. the date of signing and shall be extendable further on mutual consent if needed. For this, both the parties shall agree the same in written, the record of which shall be preserved at the office of both the parties.



- 17. A separate MoU will be signed for every joint assignment/ study to be undertaken in future.
- 18. Any violation in aforesaid terms and conditions of the MoU may lead to termination of MoU, after mutual discussion of Vice-Chancellor/ Director of both the University/ Institute.
- 19. Any other items to be mutually agreed and included in the MoU agreement shall be recorded in written and signed by both the parties.

IN WITNESS WHEREOF, the parties have executed this MoU and represent that they approve, accept and agree to terms contained herein.

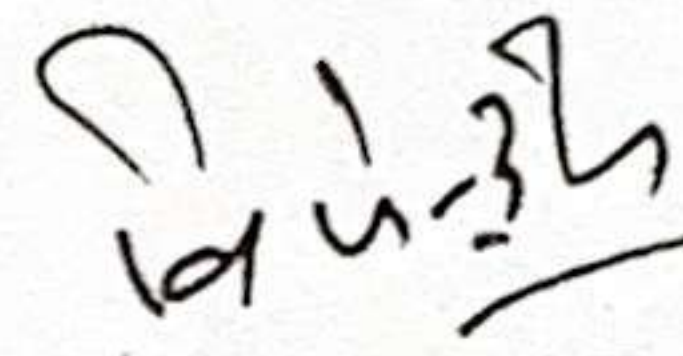
(Signature of First Party)



Name: Dr. Ujjwal Kumar

Director (Acting)

ICAR Research Complex for Eastern Region, Patna – 800014, Bihar



21.10.21
(Signature of Second Party)

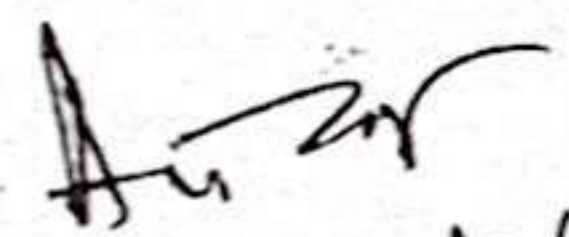
Name: Dr. Bijendra Singh

Vice Chancellor

Acharya Narendra Deva

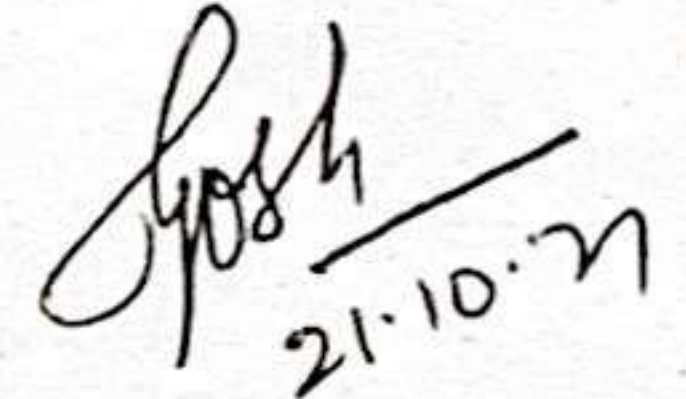
University of Agriculture & Technology, Kumarganj, Ayodhya, U.P.

Witness 1



(AMITAVA DEY)
Incharge/प्रभारी


Performance Monitoring & Evaluation Cell (PME Cell)
कार्य निष्पादन निगरानी एवं मूल्यांकन कक्ष
ICAR Research Complex For Eastern Region
पूर्वी क्षेत्र के लिए आर.सी.ई.ए. संकुम, पटना-14



21.10.21

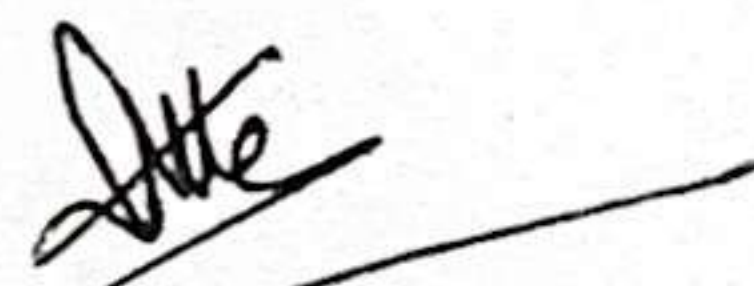
Witness DEAN
College of Veterinary Sciences & Animal Husbandry
A.N.D. University of Agril. & Tech.
Ayodhya

Witness 2



(Shanker Dayal)
Sr. Scientist, DLFM
ICAR RCER, Patna

Witness 2



(D. Niyogi)
DSW / Professor & Head
Vety. Pathology
ANDUAT, Kuma
Ayodhya (U.P.)
Dean Student Welfare
A.N.D. Univ. of Agr. & Tech.
Narendra Nagar-Kumarganj
Ayodhya

MEMORANDUM OF UNDERSTANDING

(MoU)

BETWEEN



Acharya Narendra Deva University of Agriculture & Technology

Kumarganj-224229, Ayodhya, (U.P.), INDIA

AND



ICAR- Central Institute for Research on Cattle
Grass Farm Road, Meerut Cantt-250001
Meerut (UP)

For cooperation in Research and Academic field

MEMORANDUM OF UNDERSTANDING
BETWEEN
ACHARYA NERANDRA DEVA UNIVERSITY OF AGRICULTURE AND TECHNOLOGY
KUMARGANJ, AYODHYA (UP)
AND
ICAR - CENTRAL INSTITUTE FOR RESEARCH ON CATTLE (ICAR-CIRC)
FOR COOPERATION IN RESEARCH AND ACADEMIC FIELD

This Memorandum of Understanding (MoU) is made between the **Acharya Nerandra Deva University Of Agriculture and Technology** (hereafter called "ANDUAT") having its head office at Kumarganj, Ayodhya, Uttar Pradesh 224229, India established under established *vide* **Notification no. 5823/XII-4 dated 10.10.1975 by Govt. of Uttar Pradesh vide Act U.P. Agriculture University Act of 1958**, of the one part, and the ICAR - Central Institute for Research on Cattle, (Indian Council of Agricultural Research), Grass Farm Road, Meerut Cantt.- 250 001 (U.P.), India (hereafter called "ICAR-CIRC") of the other part.

The Faculty of Veterinary and Animal Science located at Kumarganj, Ayodhya (UP) is responsible for teaching, research and extension in the area of Animal Husbandry and Veterinary Science. The faculty of Veterinary Science has 17 teaching departments imparting teaching and research in different courses of Veterinary and Animal Husbandry to Undergraduate (B. V. Sc. & A.H. as per VCI curriculums), Post-graduate courses (M.V.Sc. 2 years) and Ph.D. degree programmes.

AND WHEREAS THE **ICAR-CIRC** is having the mandate of basic and strategic research on productivity and production enhancement of cattle including Indigenous cattle and dissemination of scientific information and technology for cattle production management.

NOW THEREFORE, the Faculty of Veterinary and Animal Sciences of **ANDUAT** and **ICAR-CIRC** are desirous to promote and accelerate the progress of research and training in various fields of technology development for enhancing productivity and profitability of cattle.

The Parties are desirous of entering this MoU and agree as herein contained:



ARTICLE-I

The Parties, hereby, agree to promote the development of cooperation with their responsibilities as under:

- i) The ANDUAT shall make admissions to its Master's and Doctoral degree programmes as per its policy. It shall be responsible for the realization of all fees and dues from the student, disbursement of scholarships and maintenance of all records pertaining to the degree requirements.
- ii) All disciplines to which admissions are made in the post-graduate and doctoral programmes by the ANDUAT shall be open for collaboration under the MoU, provided the proposed research aspect is covered in the mandate of the ICAR-CIRC.
- iii) Major Advisor shall be from ANDUAT and the Additional major/co-major advisor shall be from ICAR-CIRC. The ICAR-CIRC would be expected to make a reasonable contribution in the form of intellectual input to the student's research problem and may not merely serve as a source of providing samples/facilities for the study. The composition of the advisory committee may be decided before the start of the research project which involves ICAR-CIRC.
- iv) If the PG student's research requires major collaborative input from the ICAR-CIRC, in terms of scientific guidance, laboratory facility and field facilities for research, the additional major/co-major advisor shall be from ICAR-CIRC.
- v) The student shall complete the course work in the ANDUAT, as per the approved academic programme.
- vi) PG student's collaborative research work shall be decided soon after the student is admitted to the ANDUAT, and a suitable scientist from the ICAR-CIRC, working in the area of proposed work, shall be included in the Advisory Committee of the concerned student as Co-Major Advisor with his consent through the Director, ICAR-CIRC. In any case, the ICAR-CIRC Scientist shall be included in the Advisory Committee before the thesis research project of the student is finalized/the student delivers his synopsis seminar.
- vii) For PG students working at ICAR-CIRC, research work shall be decided in consultation with the additional major/co-major advisor at ICAR-CIRC. In case specific costly supplies are required exclusively for the PG research project, the same shall be provided by the ANDUAT. However, if the student is assigned work within any research project of ICAR-CIRC, the cost of chemicals/consumables will be borne by ICAR-CIRC.
- viii) In all publications arising out of thesis research work, a mention will always be there that ICAR-CIRC, Meerut is the place of work, the affiliation of the authors from the university, however, may appear as the name of the place from where they belong.



- ix) The additional major/co-major advisor from ICAR-CIRC shall be having Ph. D. qualification and fulfilling other requirements of ANDUAT for the guidance of Post-Graduate research students.
- x) The ICAR scientists pursuing their Ph.D. degrees after completing their Ph.D. course work at ANDUAT may be allowed to do their work at the Institute where they are posted, in view of the shortage of faculty.
- xi) If a student registered with ANDUAT intends to carry out the research work at ICAR-CIRC, the latter may not charge any fee from the registering institution/student, except the hostel accommodation charges, etc. However, if a student registers with ANDUAT after qualifying through the competitive mode of ICAR's All India Entrance Examination for Admission to Master's /Ph.D. and is awarded the fellowship for pursuing Master's or Doctoral degree programme by any sponsoring institution [e.g. ICAR-JRF/ICAR-SRF/CSIR-UGC-JRF/CSIR-SRF], the contingency grant awarded to the student may be transferred to the Institute where the major part of the research work would be carried out and regulated by the provisions contained in the guidelines of sponsoring institution.
- xii) The student will complete the research credit hours as per the rules of the ANDUAT. At the end of each semester involving collaborative research work, the major advisor shall send the student's research progress report in consultation with the additional major/co-major advisor from the ICAR-CIRC.
- xiii) The student shall be required to submit a 'No Dues Certificate' from the additional major/co-major advisor from ICAR-CIRC before the submission of the thesis.
- xiv) The student shall submit a copy of his/her thesis to the library of ICAR-CIRC.

ARTICLE-II

- i) The data generated as a result of the collaborative work will be the property of both the ICAR-CIRC and the ANDUAT. All publications emerging out of the collaborative work of the student shall be joint publications of the ICAR-CIRC and the ANDUAT. The student from ANDUAT would invariably be the senior author for the publications arising out of the research work conducted at ICAR-CIRC, followed by Major Advisor and additional major/co-major advisor in that order and for major research work conducted at ICAR-CIRC, the student followed by additional major/co-major advisor from ICAR-CIRC and major guide in that order. The names of additional co-authors, depending upon their contributions to the research work, may be decided by mutual consent between the student, major advisor, and additional major/co-major advisor from ICAR-CIRC. All publications emanating out of the contributions of collaborating Scientists from ICAR-CIRC shall be submitted with the consent of the collaborating scientists.



- ii) Both the parties may ensure that for submission of Ph.D. thesis one research paper should have been accepted/ presented in national/ international symposium/ conference/ seminar or one patent submitted/filed in lieu of the research publication out of the thesis work.

ARTICLE —III

Work Plans

- i) This MoU will be implemented through the development of biennial Work Plans to be developed jointly, which describe specifically the activities to be carried out under this Cooperative Programme and which set forth the intended contributions of each party. These Work Plans may originate from either party but will require the full approval of both Parties for implementation.

ARTICLE —IV

Publication & intellectual Property Rights

General clauses:

- i) Each Party will ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to this MoU, consistent with their respective laws, rules and regulations to which both parties are committed.
- ii) In case research is carried out solely and separately by one Party or the research results are obtained through the sole and separate effort of one Party, the Party concerned alone will apply for the grant of IPR and once granted, the IPR will be solely owned by the concerned Party.
- iii) In case of research results obtained through joint activities, the grant of intellectual property rights will be sought by both Parties jointly, and once granted these rights will be jointly owned by the Parties.
- iv) The Parties shall not assign any rights and obligations arising out of the IPR generated to inventions/activities carried out jointly under the MoU to any third party without the consent of the other Party.

Commercialization:

- i) In case of research results obtained through joint activities under this MoU both the ANDUAT and ICAR-CIRC will apply as co-applicants for the protection of intellectual property rights.



Publication:

i) Any publication, document and/or paper arising out of joint work conducted by the Parties pursuant to this MoU will be jointly owned. The use of the name, logo and/or official emblem of the Parties on any publication, document and/or paper will require prior permission of both the Parties. It may however be ensured that the official emblem and logo are not misused.

Confidential Information:

i) All information and documents to be exchanged pursuant to this Memorandum of Understanding will be kept confidential by the Parties and will be used subject to such terms as each Party may specify. A Party will not use the information for purposes other than that specified without the prior written consent of the other Party.

ii) All Confidential Information shall remain the exclusive property of the disclosing Party. The Parties agree that the disclosure of the Confidential Information does not grant or imply any license, interest, or right to the Recipient in respect to any intellectual property right of the other Party.

iii) Unpublished information, whether oral, in writing, or otherwise, discovered or conceived by the scientists or technicians and exchanged under the provisions of this MoU will not be transmitted to a third party, unless otherwise agreed by both the Parties.

ARTICLE--V

Disclosure of Information

i) ANDUAT and ICAR CIRC 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 is:

- (a) in the public domain
- (b) known to either prior to the date hereof as evidenced by written documents subsequently.

ii) All data generated through this Memorandum of Understanding with assistance by ANDUAT or ICAR-CIRC, Meerut from collaborative work programme shall be subject to explicit written approval signed by The Vice-Chancellor, ANDUAT and The Director, ICAR- CIRC before



the publication of same by ANDUAT and/or the collaborating institute ICAR -CIRC, Meerut (U.P.), India.

iii) All data generated through this Memorandum of Understanding with assistance by ANDUAT work programme or the work programme of ICAR- CIRC, Meerut shall be subject to explicit written approval signed by ANDUAT or the collaborating institute before the publication of same by ANDUAT and ICAR -CIRC.

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

ARTICLE--VI

Amendments

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

ARTICLE —VII

Institutional Links

i) Both Parties will establish inter-institutional links between their respective similar scientific research institutes and centers at their discretion.

ARTICLE —VIII

Joint Working Group

i) A Joint Working Group will be set up with representatives from both Parties to meet regularly in ANDUAT Meerut and ICAR -CIRC, Meerut to follow up the execution of this MoU if required.

ARTICLE —IX

Financial Arrangements

i) For the Training and consultancy of Scientists, the financial arrangement shall be decided by mutual consent of both the Parties.



ARTICLE —X
Validity / Termination

i) The MoU shall be effective from the date of its signing by both the Parties. It shall be valid for five years. Thereafter it shall be automatically renewed for five years unless either Party serves notice to the other of its intention to terminate it, in which event, the Memorandum of Understanding shall stand terminated at the end of one calendar month from the date of issue of such notice. But the termination of this Memorandum of Understanding shall not affect the validity or duration of specific collaborative programmes already being undertaken there under, unless decided otherwise by the Parties by mutual consent.

ii) IN WITNESS, whereof, the two Parties hereunto have signed at ANDUAT, Meerut on this 30th Day of October, 2021, in English.



Vice Chancellor

FOR AND ON BEHALF OF THE ANDUAT,
Kumarganj, Ayodhya (U.P.) India.

Signature with seal

AND Univ of Agric. & Tech
Kumarganj, Ayodhya (U P)



Director

FOR AND ON BEHALF OF THE
ICAR-CIRC, Meerut (U.P.) India.

Signature with seal

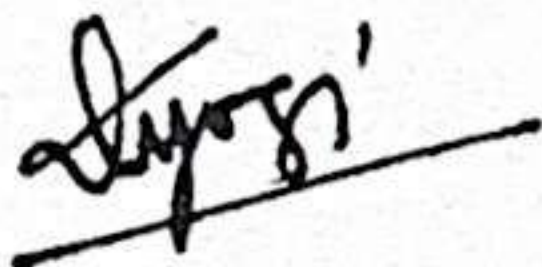
मेरठ कैंट, उ.प्र. / Meerut Cantt. U.P.-250001

Witness 1



Name Dr. R. K. Joshi
Designation Dean
College of Vet. Sci & A.M
ANDUAT, Kumarganj Ayodhya

Witness 2



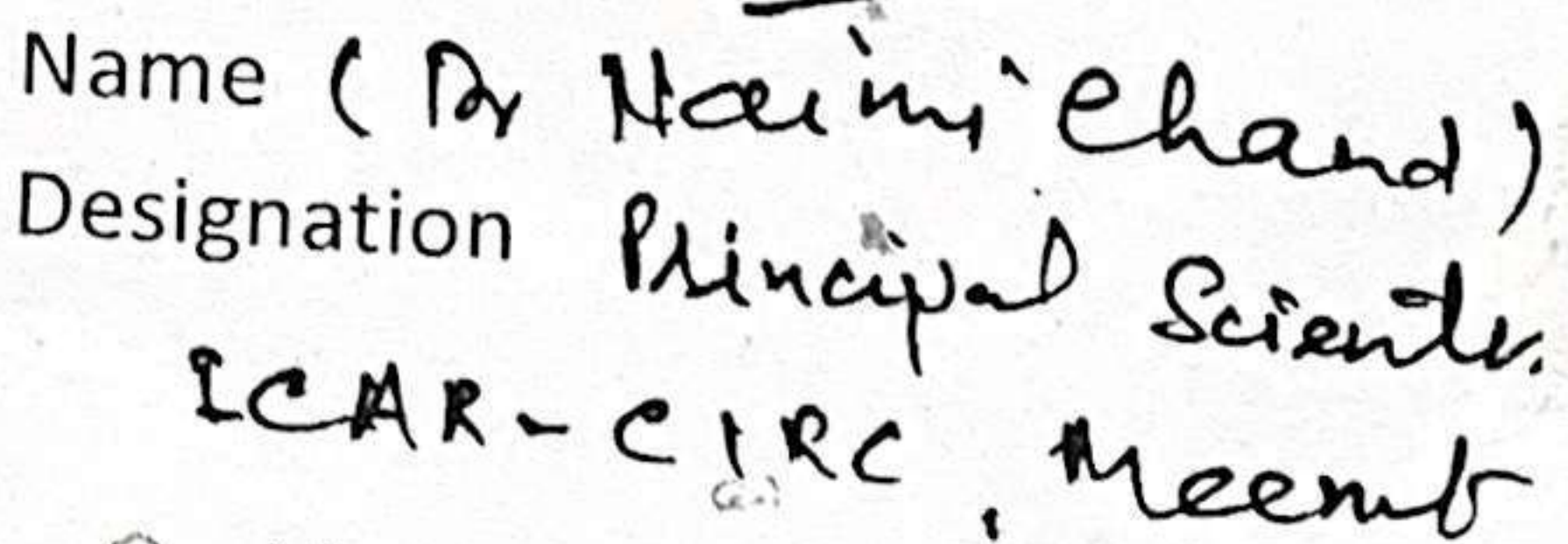
Name Dr. D. Niyogi
Designation DSN / Professor & Head (Vet. Pathology)
ANDUAT, Kumarganj,
Ayodhya.

Witness 1



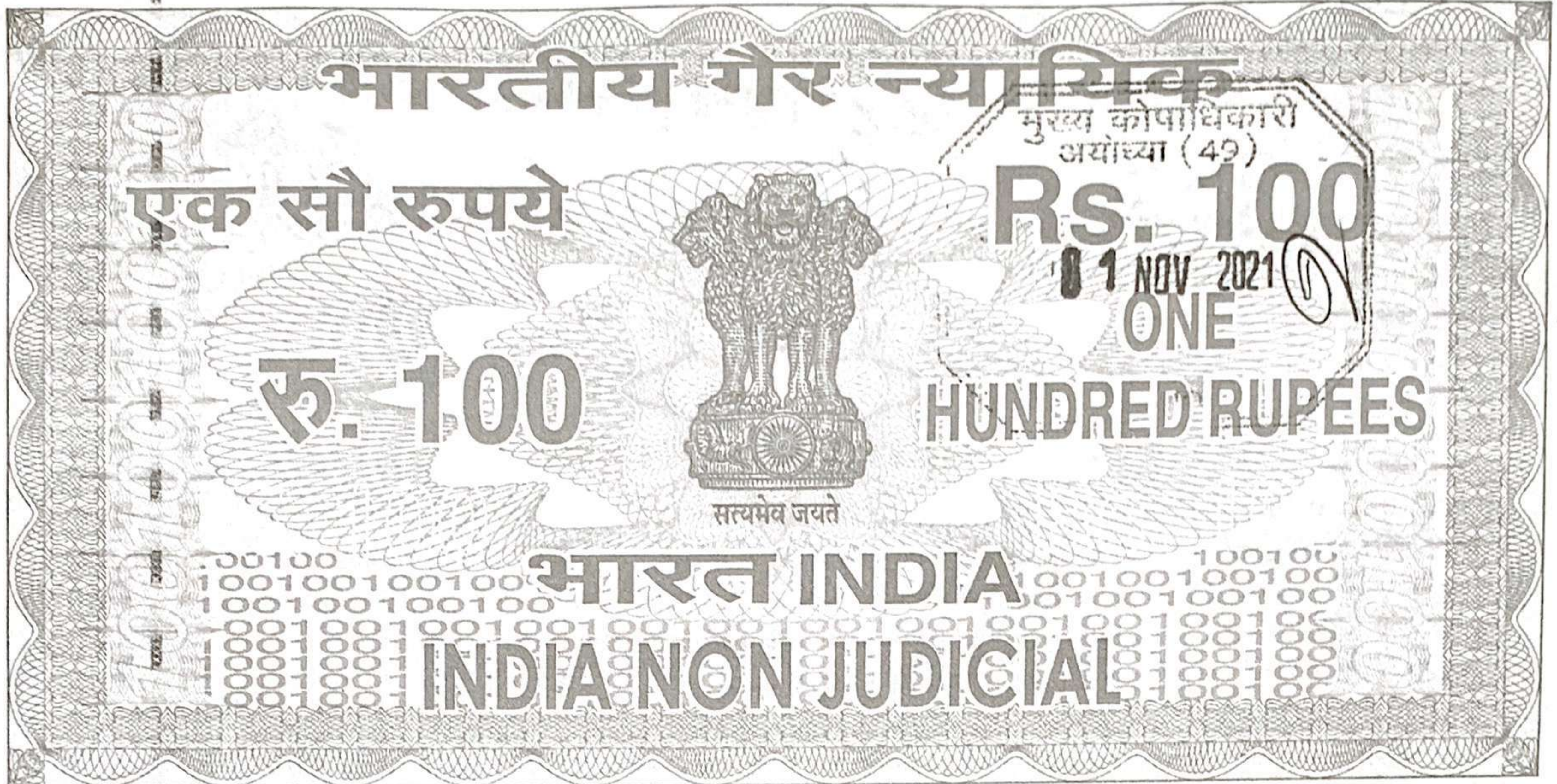
Name (Dr. Susheel Kumar)
Designation Principal Scientist
I/c PME
ICAR-CIRC, Meerut

Witness 2



Name (Dr. Naini Chand)
Designation Principal Scientist
ICAR-CIRC, Meerut





उत्तर प्रदेश UTTAR PRADESH

FV 124497

MEMORANDUM OF UNDERSTANDING
Acharya Narendra Deva University of Agriculture & Technology, Kumarganj, Ayodhya,
U.P. 224 229

And

ICAR-Directorate of Coldwater Fisheries Research
(Indian Council of Agriculture Research)
Bhimtal, 263136, District Nainital-Uttarakhand

This Memorandum of Understanding (MOU) is between the Acharya Narendra Deva University of Agriculture & Technology, Kumarganj, Ayodhya, U.P. 224 229 (hereinafter called first party) and represented in this MOU by Hon'ble Vice-Chancellor, hereinafter referred to as "ANDUAT" and Directorate of Coldwater Fisheries Research (DCFR) of a non-profit organization, with Director (DCFR), Bhimtal and represented in this MOU by its hereinafter referred to as "DCFR" (hereinafter called the second party).

WHEREAS, ANDUAT is a leading university, a centre for studies in many disciplines of fisheries and an institution of higher learning in Uttar Pradesh state which has been mandated to provide high quality education and training in the fields of Agriculture including Fisheries.

WHEREAS, DCFR, a nonprofit organization supported by the Indian Council of Agricultural Research, has the primary goal of collaboration for pursuing research in the field of Coldwater Aquaculture, Upland Resource Assessment, Aquatic Biodiversity and Environmental Impact Assessment, Fish Biochemistry & Biotechnology, Fish Nutrition, Fish Genetics and Molecular Biology to offer facilities for the research scholars of M.F.Sc/Ph.D. students of College of Fisheries, Acharya Narendra Deva University of Agriculture & Technology, Kumarganj, Ayodhya, U.P. through research and training in all aspects of coldwater fisheries and through scientific and technical cooperation with national programs.

(Signature of First Party)

Vice-chancellor
AND Univ of Agric. & Tech
K. marganj, Ayodhya (U P)

(Signature of Second Party)

निदेशक/डिरेक्टर
वा.कू.अनु.प.-शीतजल मात्स्यिकी अनुसंधान विदेशालय
भोमताल- 263 136, जिला नैनीताल (उत्तराखण्ड)
ICAR-Directorate of Coldwater Fisheries Research
Bhimtal-263 136, Distt Nainital (Uttarakhand)

WHEREAS, the ANDUAT and DCFR have mutual interest in fostering further collaboration among Indian institutes and DCFR agree that there is a need to have MOU under which detailed work plans can be developed and implemented.

NOW THEREFORE, ANDUAT and DCFR, inspired by their common objectives to further promote and accelerate research on coldwater fisheries and; have entered into this MOU under the terms and condition set forth in the following articles:

Article-I

AREAS OF COLLABORATION

In order to further develop the partnership between ANDUAT and DCFR, by the two parties have agreed in principle to (a) collaborate in M. F. Sc dissertation and Ph.D. thesis research on disciplines related to Coldwater Aquaculture, Upland Fisheries Resource Assessment, Aquatic Biodiversity and Environmental Impact Assessment, Fish Biochemistry & Biotechnology, Fish Genetics and Molecular Biology, Fish Nutrition and other Aquaculture aspects to be undertaken at DCFR by post graduate students who have completed their course work at ANDUAT (b) undertake collaborative Masters/Ph.D. thesis research activities in other areas of mutual interest to both ANDUAT and DCFR and (c) cooperate in other means for exchanging scientific knowledge and information, such as co-publication of thesis research;

The scale of collaboration between ANDUAT and DCFR will be determined from time to time by a joint evaluation of ANDUAT and DCFR.

It is understood that specific ANDUAT - DCFR collaborative projects for implementation under this MOU will be defined in the work plan developed and approved in accordance with Article V hereof.

Article II

RESPONSIBILITIES OF EACH PARTY

DCFR:

Within the work plan agreed upon by both parties and subject to available resources and as mutually agreed upon, DCFR will:

1. Based on a competitive system and availability of faculties provide slots to ANDUAT for Masters/Ph.D students research work subject to DCFR standard selection guidelines and criteria;
2. Provide laboratory, wet lab and library facilities for the conduct of the Masters/Ph.D. thesis research by the DCFR -accepted students from ANDUAT. However, if a student registers with ANDUAT, after qualifying through competitive mode of ICAR's All India Entrance Examination for Admission to Master's/PhD and is awarded fellowship for pursuing Master's or Doctoral degree programme by any sponsoring institution [eg. ICAR-JRF (PGS)/CSIR-UGC-JRF/CSIR-SRF], the contingency grant awarded to the student may be transferred to the DCFR if the student is working at DCFR, Bhimtal.

ANDUAT:

Within the work plan agreed upon by both parties and subject to personnel and budgetary limitations, ANDUAT will:



Vice-chancellor

A N D Univ of Agric. & Tech
Kumarganj, Ayodhya (U P)



निदेशक/Director

भा.क.उत्त.प.-शीतल पाण्डित्यकी अनुसंधान निदेशालय
भीमताल- 263 136, जिला नैनीताल (उत्तराखण्ड)

ICAR-Directorate of Coldwater Fisheries Research
Bhimtal-263 136, Dist. Nainital

1. Ensure that all joint research and/or training activities related to this MOU are properly recorded with the DCFR based at the DCFR; it is also expected that ICAR which has been the focal contact point of DCFR is properly notified of the collaborative activities.

Article-III

RESEARCH OWNERSHIP AND PUBLICATION OF RESULT OF COOPERATIVE

Both parties agree that:

1. Results of collaborative research will be jointly published in the public interest as mutually agreed upon.
2. The student would invariably be the senior author for the publications arising out of the research work conducted at the DCFR followed by Major Guide/ Advisor and Co- Major Guide/ Co-Advisor in that order. The names of additional co-authors, depending upon their contribution in the research work, may be decided by mutual consent between the student and Major Guide/ Advisor.
3. The collaborating institutions i.e. DCFR and ANDUAT may ensure that the student submits at least one paper from Master's thesis and two papers from Ph.D. thesis before thesis submission in order to prevent students leaving the institutions without any research publication from the thesis.

Article-IV

TERMS AND CONDITIONS

1. ANDUAT will nominate Masters/Ph.D. candidates to DCFR, who will conduct their thesis research work at DCFR or both at DCFR and ANDUAT. The candidates shall be recommended to DCFR at least 3 months before they have completed their course work at ANDUAT.
2. The criterion for allocation of Chairman/Advisor and Co- Chairman/ Co-Advisor will primarily be governed by intellectual input and time duration devoted for carrying out the research work at particular institutions i.e. DCFR and ANDUAT. It may be decided by mutual consent of both the Institution.
3. The Student Advisory Committee will meet at ANDUAT at least once to discuss the research proposals. The DCFR Scientist may also attend this meeting, if needed. The Chairman of the Student Advisory Committee may be invited once to DCFR to review his/her ongoing research work, if needed.
4. Subject to execution of Material Transfer Agreement (MTAs) and bio-safety rules and regulations; breeding material, germplasm etc. will be mutually exchanged between ANDUAT and DCFR with due recognition of the sources of the material.
5. It is also agreed that all the outcomes of the joint research work being conducted at ANDUAT and DCFR including all Intellectual Property Rights (IPRs) shall be jointly owned by both parties. As such they shall be in public domain and shall be available to ANDUAT and DCFR.
6. ANDUAT will confer the degree.
7. Under this agreement, ANDUAT may nominate to DCFR bonafide registered students from Asian countries that have their own source of fund to conduct their thesis research at DCFR. DCFR will screen and accept applicant, depending on availability of research facility at DCFR and provided they meet the eligibility requirements for acceptance at DCFR.
8. The degree candidate will be subjected to all pertinent rules and regulations of ANDUAT and as per Academic regulations of ANDUAT which is reproduce below, would be applicable;



Vice-chancellor

AND Univ of Agric. & Tech
Kumarganj, Ayodhya (UP)



निदेशक/Director

डा. कृ. अनु. प. - शीत जल पशुधन अनुसंधान निदेशालय

भीमताल- 263 136, जिला नैनीताल (उत्तराखण्ड)

ICAR-Directorate of Coldwater Fisheries Research
Bhimtal-263 136 Dist. Nainital (Uttarakhand)

9. In case of any dispute between the Parties the matter will be referred to the Vice-Chancellor. ANDUAT who will be sole arbitrator whose decision will be binding on both the Parties and no suit/writ be maintainable in any court of law against this decision.

"The course work of research for the degree and diplomas of the University may be completed at a University or some other institution approved for this purpose by the Academic Council. Where the requirement are completed at some institution other than the University the credits so earned may be transferred to the University and counted towards the requirements for the degree or diploma concerned. Where the research has been conducted at some institution other than the University it may be submitted as a thesis to the University in partial fulfillment the requirements for the degree or diploma concerned.

From the above it is therefore, clear that the course work of the students leading to M.F.Sc./ Ph.D. will be completed at ANDUAT and the thesis research work will done at DCFR and the credits so earned by the student will be transferred to the University and counted towards the requirement of the degree and the thesis may be submitted to the University in partial fulfillment of the requirement of the degree.

Article-V

AMENDMENTS

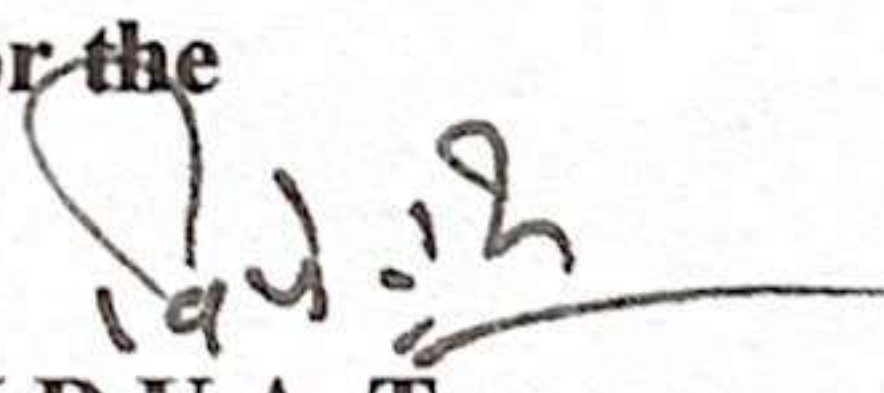
The parties may, by mutual consent in writing, modify any provisions of this MOU .

Article VI

EFFECTIVITY

This MOU shall take effect on the date the last authorized representative affixes his/ her signature, and shall remain valid for five (5) year unless sooner terminated when one of the parties notifies the other in writing of its intention to terminate the MOU, in which case, the MOU will terminate six months from the date of such notification. This MOU may be further renewed or extended upon mutual agreement between the parties, which shall be made not later than six months prior to the termination date;

For the


A. N.D.U.A. T.
Kumarganj, Ayodhya, U.P.
Vice-chancellor
AND Univ of Agric. & Tech
Kumarganj, Ayodhya (U P)

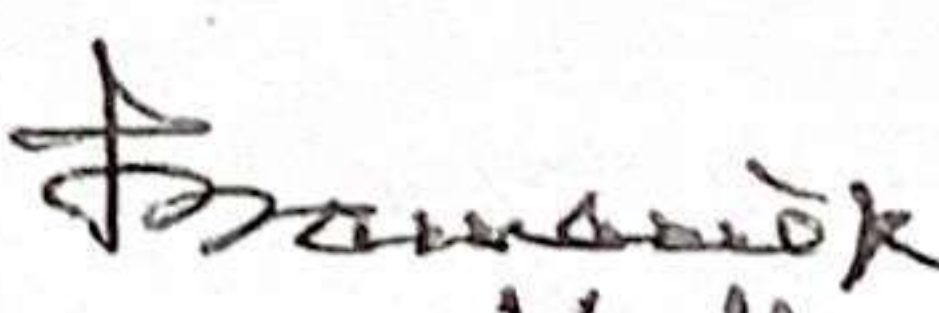
For the

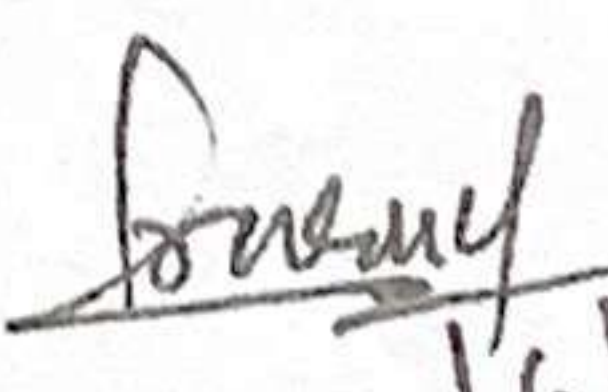

ICAR-Directorate of Coldwater Fisheries,
Research (ICAR-DCFR), Bhimtal

निदेशक/Director

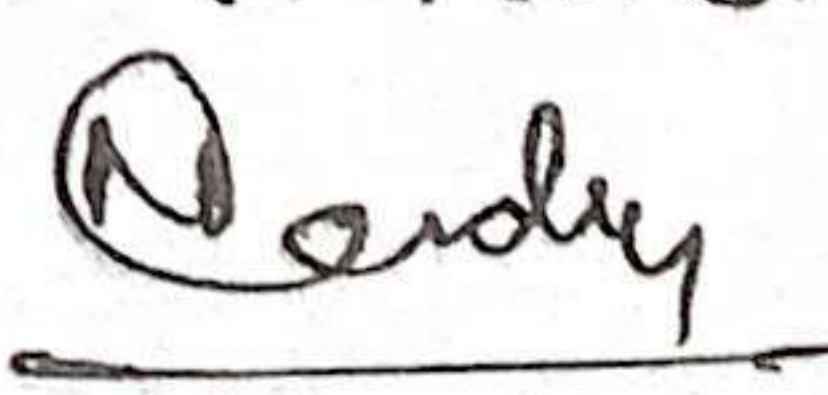
भा.क.अनु.प.-शीतजल मत्स्यिकी अनुसंधान निदेशालय
भीमताल-262136 जिला उत्तरांचल (उत्तरांचल)
ICAR-Directorate of Coldwater Fisheries, Research (ICAR-DCFR), Bhimtal

Witness

1. Dr. P. S. Prasad 
16/11/2021

2. Dr. Laxmi Prasad 
16/11/2021

Witness

1. Dr. N. N. Pandey 
16/11/2021

Receipt
No. 1271 Date 28/12/2020
Signature MVZ
Office of the Vice-Chancellor
N.D.U.A.T., Kumarganj, Ayodhya (U.P.)

फोन/Phone : कार्यालय/Off. +91-040-24530177
फैक्स/Fax : 24531802, 24535336
ई-मेल/E-mail : director.crida@icar.gov.in
वेब/Web : www.icar-crida.res.in



भाकृअनुप - केन्द्रीय बारानी कृषि अनुसंधान संस्थान
ICAR - Central Research Institute for Dryland Agriculture

संतोषनगर/Santoshnagar, हैदराबाद/Hyderabad-500 059, भारत/INDIA



डॉ. एम. महेश्वरी
निदेशक (कार्यकारी)
Dr. M. MAHESWARI
Director (A)

DR/DE
Vice Chancellor
NMSA/CRIDA/SAU/
28th December, 2020

Sub: Updation of District Agriculture Contingency Plans (DACPs)

Sir

Greetings from CRIDA.

As you are aware, with your active support and continuous involvement, we could complete the preparation of **District Agriculture Contingency Plans** which have been used during the state level interface meetings with Agriculture Departments, conducted every year.

Since these plans have been prepared some time during 2010-2012, the Ministry of Agriculture and ICAR have been asking us for updation of these contingency plans. In addition, it has been suggested to cover certain sectors such as livestock, horticulture etc to be covered in detail for various weather aberrations and also contingency plans for *rabi* crops, updation of district profile (Part A of template).

Based on these suggestions, ICAR-CRIDA approached the Ministry for funding to undertake the exercise and funds have been allotted to ICAR-CRIDA under National Mission for Sustainable Agriculture (NMSA).

As we have done earlier, it has been proposed to update these plans with your support by involving scientists engaged in research, extension, principal scientists of commodities, heads of zonal research stations, KVKs and line department officials. We are planning to update the DACPs for different states in a phased manner.

It is proposed get these plans updated for each zone separately in the state with involvement of zonal research station staff, KVKs and District level agriculture department officials followed by a meeting at university headquarters for plans finalization.

Broad terms of reference for this whole work as given by Ministry of Agriculture include

1. Setting up of a contingency cell at the state agriculture university headquarters with Director(Research)/Director(extension) and multi-disciplinary scientists as members (Associate Directors of Research, Project coordinators of respective KVKs) etc and Nodal Officer as Member Secretary

To prepare the DACPs for newly constituted districts

AGRI. EXPER STATION
Receipt No. 2050
Date 9/1/21

DDR
G. Singh
6/1/21

PA
2/5/21

3. To update the District-based Agricultural Contingency Plans with improvements in management practices, incorporate the new varieties/crops emendated from the research system, updating the strategies for augmenting fodder supply; feed, fodder, shelter and health related measures for livestock & poultry due to drought, floods, cyclone and heat wave etc
4. To include contingencies for *rabi* crops which was not available under previous plans.
5. To incorporate the procedures followed by department to overcome recent weather aberrations in various states.
6. To Update the District profile information with latest data.
7. To provide the revised contingency plans (complete in all aspects) for all the districts in SAU's jurisdiction both hard copy and CDs.

A Memorandum of Understanding as desired by MoU between CRIDA and SAU is also attached for signing purpose. The task is to be completed within a time of 3 months.

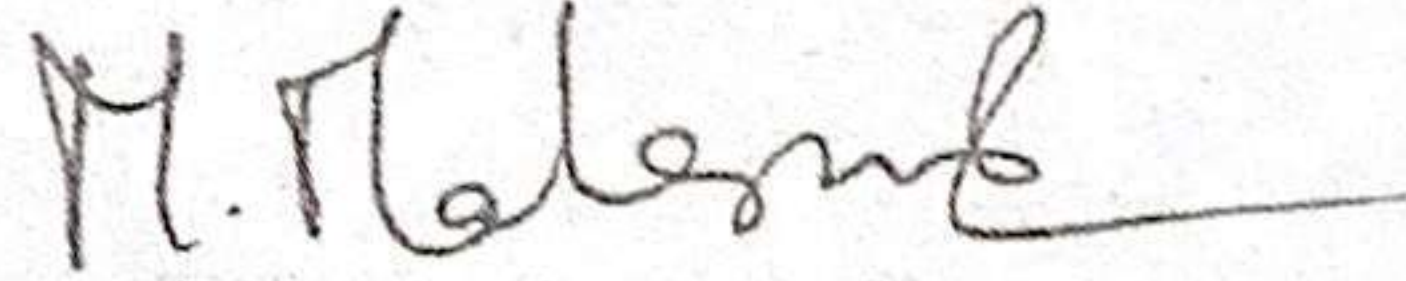
An Agriculture Contingency Cell (with multi-disciplinary scientists) has been constituted at CRIDA with Dr.K.V.Rao as Convener and this team would be attending the meetings for updating and finalization of DACPs.

I look forward for your kind cooperation and timely completion of this task within the time frame.

Looking forward for your continuous support.

With regards

Yours Sincerely


(M. Maheswari)

Dr. Bijendra Singh
Hon'ble Vice-Chancellor
Acharya Narendra Deva University of Agriculture and
Technology, Kumarganj, Faizabad,
Uttar Pradesh 224229

CC to
Dr. Gajendra Singh
Director of Research
Acharya Narendra Deva University of
Agriculture and Technology, Kumarganj,
Faizabad, Uttar Pradesh 224229

With

1. A request to send the details of Bank account (name of the account holder, number, IFSC code, Name of the bank, bank address) to be sent for remittance of funds to the university
2. To nominate a senior professor at head quarters to as Nodal officer for organizing and coordinating the effort to prepare/update the DACPs.



Acharya Narendra Deva University of Agriculture & Technology
Kumarganj, Ayodhya- 224 229 (U.P.)

Mobile : 9453601240

Gram : AGRIVARSITY

E-mail : drnduat@gmail.com

Dr. Gajendra Singh
Director Research

No. **678** /DR/2021

Dated : 14/01/ 2021

To,
Dr. M. Maheswari
Director (A)
ICAR-Central Research Institute for
Dryland Agriculture
Santoshnagar,
Hyderabad-500 059

Sub : Regarding updation of District Agriculture Contingency Plans (DACPs)

Sir,

Kindly refer to your letter No.NMSA/CRIDA/SAU/ dated 28-12-2020 for signing a MOU between ICAR-CRIDA, Hyderabad and ANDUA&T, Kumarganj, Ayodhya for preparing the District Agriculture Contingency Plans (DACPs) for the districts under jurisdiction of ANDUA&T, Kumarganj, Ayodhya.

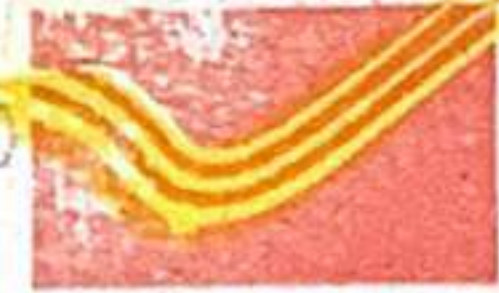
The copy of dully signed MOU is being sent to you for further necessary action.

A senior Professor (Dr.) H.C.Singh is being nominated as Nodal Officer for organizing and co-ordinating the effort to prepare/update the DACPs.

Director Research

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RL KUMARGANJ SO <224229>
Counter No:2,15/01/2021,11:51
To:DR M MAHAESHWERI,SAIDABAD
PIN:500059, Saidabad S.O
From:DR ,ANDUAT KMG
Wt:20gms
Amt:0.00PS:22.00
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भारतीय डाक



India Post

MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding (MoU) is entered into on _____ / _____ (the "Effective Date") by and between

ICAR-Central Research Institute for Dryland Agriculture, Hyderabad 500059 herein referred as ICAR-CRIDA

AND

Acharya Narendra Deva University of Agriculture and Technology, Faizabad herein referred as ANDUA & T

RECITALS

WHEREAS, ICAR- CRIDA is engaged in implementation of Project titled "Updating the District Based Agricultural Contingency Plan" under National Mission for Sustainable Agriculture (NMSA) with the mandate "To Update District based Agricultural Contingencies Plans in view of weather aberrations and new technologies available".

WHEREAS, ANDUA & T is engaged in agricultural education, research and extension in the state of Uttar Pradesh.

WHEREAS, both parties prima facie have agreed to align, collaborate and cooperate with each other for implementation of Project titled "Updating the District Based Agricultural Contingency Plan" sanctioned by Department of Agriculture and Copperation, Ministry of Agriculture & Farmers' Welfare, Govt of India for achieving the objectives of the Climate Change Sustainable Agriculture: Monitoring, Modeling and Networking (CCSAMMN) component NMSA.

NOW THEREFORE, the Parties intending to express their mutual agreement hereby enter into this MoU dated _____ / _____ for undertaking the following tasks/activities.

Scope

- To update the District-based Agricultural Contingency Plans (DACPs) for agriculture and allied sectors during extreme weather conditions and contingencies for *rabi* season by involving Zonal Research Station staff, KVKs and District level department officials.
- Setting up of a contingency cell at the KAU headquarters under the Chairmanship of Director (Research)/Director (extension) and multi-disciplinary scientists as members and Nodal Officer as Member Secretary
- To prepare the DACPs for newly constituted districts
- To liaise with State line departments to facilitate the implementation of DACPs.
- To provide the revised contingency plans (complete in all aspects) in hard and soft formats

Time period for the completion of above task is 3 months. A budget of Rs 2 lakhs (Rupees Two lakhs only) would be provided to complete the task. The budget provided for updation of the contingency plans would be used for said purpose only. The support for undertaking

activities/studies as agreed by both parties shall be governed by ICAR Rules and Guidelines for Professional Service Functions 2014.

Deliverables

- Updated DACPs in hard and soft formats for districts under the University's jurisdiction with soil maps; identification of farming situations; major agricultural contingencies; district weather analysis; cultivars/crops to fit in to contingency situations; strategies for augmenting fodder supply; feed, fodder, shelter and health management strategies for livestock & poultry during extreme weather situations; contingency strategies for Aquaculture and Fisheries.

Term

This MoU shall be valid for **6 months** from the date of its signing and can be extended for a period mutually agreeable to both parties unless either Party notifies the other Party of the termination thereof, at least 30 days before its expiry.

The contents of this MoU are confidential and each party hereto agrees to provide the other party with information necessary to fulfil the purpose of this MoU and shall not disclose or communicate to any third party or publish any information obtained from the other Party and its representatives concerning this MoU and/or all activities relevant thereto without the prior written consent of the other Party except required by law.

The Parties shall prevent the unauthorized use, dissemination or publication of this MoU of any part thereof.

GENERAL

This MoU constitutes the entire understanding of the parties arrived at by consensus and lays down a framework of positive and co-operative working relationship between them.

Notwithstanding anything contained in this MoU (excluding Confidentiality clause), this MoU shall not create any legal or binding obligation on the Indian Council of Agricultural Research (ICAR) -Central Research Institute for Dryland Agriculture, Hyderabad and the

IN WITNESS whereof, the Parties have executed this MoU by their duly authorized representatives, as of the date hereof.

Director, ICAR-CRIDA
(Authorized Signatory)

G. Singh
 DIRECTOR AGRI.
 Director of Research, ANDU & T
 Experiment Station
 N. D. U. A. T. Kumarganj, Fzd.
 (Authorized Signatory)

Witness 1:
(Name, address and signature)

Witness 1: *[Signature]*
 13/01/21
 D. A. M.
 N. D. U. A. T. Kumarganj

Witness 2:
(Name, address and signature)

AIC
 Witness 2: *[Signature]*
 13/01/21
 Administrative Officer

LETTER OF AGREEMENT

between

International Rice Research Institute (IRRI)

and

Acharya Narendra Deva University of Agriculture & Technology (ANDUAT)

I. Project description

Project Title:	Accelerating Genetic Gain in Rice: (AGGRi): IRRI-NARES breeding networks using rapid-cycle genomic selection to deliver annual genetic gains of 2% in rice
PLA ID:	C-2021-65
Agreement ID:	A-2017-129
Name and address of partner institution:	Acharya Narendra Deva University of Agriculture & Technology (ANDUAT) Kumarganj, Ayodhya, 224 229 (Uttar Pradesh)
Name of IRRI Scientist/Project Leader and contact details:	Dr. Swati Nayak Scientist I - Seed Systems and Product Management International Rice Research Institute (IRRI) Email: s.nayak@irri.org
Collaborating scientists/position title/contact details:	Prof. A.P Rao Director of Extension Acharya Narendra Deva University of Agriculture & Technology (ANDUAT) Email: denduat@gmail.com
Project Activities:	1 OFT trials rice genotypes 2 Cluster demonstration of STRVs and HYVs 3 Dealer Demonstration 4 Crop cafeteria for rice varieties
Research Location (City and Country)	KVK-Chandauli (Chandauli); KVK-Varanasi (Varanasi); KVK-Gorakhpur (Gorakhpur); CRS-Ghagrahat (Bahraich)
Commencement date:	15 June 2021
End date:	15 December 2021
Total budget:	INR 751,400.00

International Rice Research Institute

IRRI is a member of the CGIAR Consortium

Mailing address DAPO Box 7777, 1301 Metro Manila, Philippines City and courier address Suite 1009, Security Bank Center, 6776 Ayala Avenue, 1226 Makati City, Philippines; Tel. +63 (2) 856-6133, 856-6129; Fax. +63 (2) 891-1236 Headquarters at Los Baños Tel. +63 (2) 580-5600, 845-0563; Fax. +63 (2) 580-5699, 845-0606 Email: info@irri.org

II. Reporting Schedule

	Due Date	Report Type	Title of Report
1	15 October 2021	Technical	Interim progress report
2	15 October 2021	Financial	1st installment Utilization Certificate
3	20 December 2021	Technical	Final Report
4	20 December 2021	Financial	Final Utilization Certificate

III. Payment Schedule

	Currency	Amount	Due Date
1	INR	525,980.00	Upon signing of the letter of agreement
2	INR	225,420.00	Upon receipt first installment's Utilization Certificate and Interim Technical Report

- 3.1 Funds shall be used exclusively for the purpose of implementing the project activity. Within thirty (30) days after completion of the activity, **Acharya Narendra Deva University of Agriculture & Technology (ANDUAT)** shall return to IRRI any unutilized funds, which must be reflected in the financial statements. Financial report must follow the template as in the attached Annex 1 certified correct by the partner's authorized signatory for Finance. All Financial reports must be submitted via email to the following email addresses: ipmo@irri.org , subgrants@irri.org , fbpt@irri.org.
- 3.2 First payment shall be processed upon receipt of the signed LOA, subject to availability of funds. Subsequent releases, if any, will be subject also to availability of funds from the Bill & Melinda Gates Foundation, liquidation of at least 75% of the released funds, satisfactory delivery of agreed outputs/milestones, and satisfactory narrative and financial reports.
- 3.3 The partner institution shall not spend more than the amount of this agreement unless seconded by an amendment.

IV. General conditions

- 4.1 Results of the collaborative research will be jointly published in the public interest, to maximize impact. In case one of the Parties decides to protect valuable Foreground IP, the Parties will agree on suitable timeframe for publication.
- 4.2 The recipient shall keep all the documents and records related to this grant for the period of four (4) years after termination of the grant. IRRI or its duly authorized representative shall, within the project and aforesaid periods, have access to any of recipient's records related to this agreement to monitor and conduct evaluation of operations which may include: a visit by personnel or designee to observe recipient's structure and a review of financial and other records for the purpose of conducting audits.

4.3 Intellectual Property Conditions

- i. All research materials used in the collaboration will be transferred using appropriate Material Transfer Agreements (hereinafter 'MTA') including SMTA¹ in line with CGIAR guidelines. Further, the transfer of biological materials, including breeding materials and germplasm, will be subject to pertinent stewardship, biosafety and bioprospecting laws, rules, and regulations. For incoming materials, IRRI may use such materials for non-commercial research and/or education purposes, and in this case, will give full credit to the source of the materials.
- ii. All Foreground IP, joint R&D results including data gathered in the course of, and as a result of, the implementation of the project such as, but not limited to reports, articles, research papers, data bases, tri-media presentations including joint R&D project outputs, joint R&D discoveries, joint R&D inventions and its digital copies (soft copies), shall be subject to the CGIAR Principles on the Management of Intellectual Assets ("CGIAR IA Principles")²:

Management of such IP shall also be in accordance with IRRI's Intellectual Property and Commercialization (IP&C) Policy.

- iii. The ownership of the intellectual property that existed prior to the commencement of this LOA ("Background IP"), held by one Party, shall remain the full property of that Party, and shall not be altered or transferred by virtue of this Agreement. This LOA does not confer any right on the use of the Background IP of either Party.
- iv. IRRI and **Acharya Narendra Deva University of Agriculture & Technology (ANDUAT)**, agree that the results of the collaborative research and/or the Foreground IP can be used:
 - a. for non-commercial research and training conducted by IRRI and by 3rd party public research institute (hereinafter referred to as "Research Exemption"); or
 - b. for use in the event of a national or regional food security emergency limited to the duration of the emergency (hereinafter referred to as "Emergency Exemption"); or
 - c. for use in teaching activities by academic organizations (hereinafter referred to as "Teaching Exemption").
- v. Foreground IP generated in collaborative research shall be managed with the aim of reaching and achieving the greatest positive impact for the benefit of the rice farmers and rice food security
- vi. Each of the parties is free to use all data and information developed under this Agreement for the enhancement of their respective academic and research programs. Whenever applicable, the principal authors, researchers, and project leaders from both Parties shall be identified, recognized, and included in any publications arising from the joint R&D projects.

4.4 Confidentiality

- a. A receiving Party (hereinafter "Recipient") shall not disclose Material marked "Confidential" or "Proprietary" to any third party nor use such Confidential Information for any purpose other than that given without written permission from the other Party.

¹ <http://www.fao.org/3/a-bc083e.pdf>),

² <https://library.cgiar.org/bitstream/handle/10947/4486/CGIAR%20IA%20Principles.pdf?sequ%20ence=1>

- b. The Recipient shall use the same degree of care to protect Confidential Information received under this Agreement as it uses to protect its own information of a similar nature, but in any event not less than reasonable care under the circumstances.
- c. The Confidential Information shall be excluded from confidentiality if the Recipient can demonstrate that (a) it had possession of the information prior to disclosure; or (b) the information generally is available to the public at the time of disclosure, or becomes generally available, after disclosure, through no fault of Recipient; or (c) Recipient receives the information from a third party having the right to the information and who does not impose confidentiality.

4.5 Termination

Either Party may terminate this agreement unilaterally by giving notice of its intention to terminate at least thirty (30) days in advance of the intended effective date of termination. The **Acharya Narendra Deva University of Agriculture & Technology (ANDUAT)** will refund to IRRRI the grant funds if **Acharya Narendra Deva University of Agriculture & Technology (ANDUAT)** terminates this agreement before it expires.

The parties have hereunto affixed their signatures on the dates indicated below to signify their conformity to the conditions set forth in this Letter of Agreement.

For the
International Rice Research Institute (IRRI)

 
Mr. Alvin Poncin
Head, Portfolio Management Office

Date: 25 June 2021

For the
Acharya Narendra Deva University of Agriculture & Technology (ANDUAT)


Sri. Neeraj Srivastava
Finance ~~Comptroller~~
N.D.Uni, of Agril & Tech.
Date: Kumarganj, Faizabad

DIRECTOR EXTENSION
A.N.D.U.A.T. Kumarganj
Ayodhya

Bank information:

Payment for the account of:	Comptroller NDUAT
Bank Account Number:	10790107095
Bank Name and Address:	State Bank Of India, Pithala , Kumarganj
IFS Code:	SBIN0006925