

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

F.No.8 (5)/2011-Cdn (Tech.)

Dated 29th May,2012

Office Order

The Competent Authority of the Council has approved the amendments in the proforma for Umbrella Memorandum of Understanding(MoU) between ICAR and Host Institutions in respect of All India Coordinated Research Project, Revolving Fund or any other such scheme sanctioned by the Council. It is also indicated here that the existing MoUs will be continued for KVKs & NAIP. All concerned divisions may now get the Proforma signed for Umbrella MoU from the schemes under their purview accordingly. A copy of the amended Proforma for Umbrella MoU and AUC is enclosed herewith.

(R.Banerjee)
Under Secretary(TC)

Encl: As Above

Distribution:

- 1. All SMDs
- 2. Guard File
- 3. Sh. Hans Raj, Information System Officer, for uploading the above office order on ICAR website.

UMBRELLA MEMORANDUM OF UNDERSTANDING BETWEEN ICAR AND HOST INSTITUTIONS

N THE INDIAN COUNCIL OF								
RICULTURAL RESEARCH AND THE								
N) IN RESPECT OF ALL INDIA								
ING FUND OR ANY OTHER								
ein after called "Council" and the nafter called "Host Institution								
ntee institutions)" agree to co- Coordinated Research Projects uch schemes sanctioned by the n from time to time at specified Investigator/Leader of the Host								

I. In order to achieve the objective set out in the Project within the targeted time, the Council and the Host Institution agree to provide the following:

A. Council

- Salaries of the scientific, technical and other staff provided in the approved project.
- ii. Travelling allowances as per the sanctioned financial provision of the project.
- iii. Recurring and non-recurring contingencies provided in the project.
- iv. Timely release of funds to the Host Institution as per schedule specified here after subject to the satisfactory progress report(s) of the project work.

Note: In case of AICRP and AINP, the total budget (i), (ii) and (iii) as above shall be on 75 (ICAR) and 25 (Host Institution) per cent basis.

B. Host Institution

- To effectively implement the project within six months from the date of the sanction of the project by the Council.
- ii. To provide adequate land/ laboratory/ equipment/ implement/ machinery and other physical facilities as and when required for the smooth functioning of the project work.

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- iii. To recruit/ provide competent scientific, technical and other staff as per the sanctioned provisions of the project in accordance with its recruitment rules and procedures in its own strength duly vetted by concerned Project Coordinator. The post would be created by the Host Institution following its own rules and regulations and scuh staff on termination of the project would be the asset/ liability of the Host Institution.
- iv. To provide skilled and unskilled labour as and when required for the project work.
- v. To avoid transfer of the scientific and technical staff appointed for the project without the prior concurrence of the Council.
- vi. To provide and allow the project Supervisor/ Principal Investigator/ Leader to interact and exchange scientific material, 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.
- vii. To permit the scientific staff to attend relevant Workshops, Seminars, Symposia, Conferences, Group Meetings, etc., organised by the Council/Host Institution.
- viii. To use the sanctioned staff on the strength of the project exclusively for the project work.
- ix. To use the funds provided under the project exclusively for the project work.
- x. To render accounts to the Council as per the norms of the Council regularly and on time. (Annexure Pro-forma AUC).
- xi. To furnish regularly and on time half yearly, annual and final report(s) of the project.
- xii. To reflect the sanctioned budget in its annual Institutional budget book.
- xiii. To provide all financial powers to Supervisor/ Principal Investigator/ Leader of the Project as admissible to the Head of the Division of the Host Institution.

II. The Council and the Host Institution further mutually agree that:

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. But 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.

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- ii. Change of Supervisor/ Principal Investigator/ Leader would invariably be avoided. However, in exceptional cases, such changes may be agreed to, only after the specific approval of the Council.
- iii. Scientific staff would attend the Workshops/ Conferences/ Seminars/ Symposia/ Meetings and present their research findings as and when called for by the Council.
- iv. Normally, grants would be released twice a year. The 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 (AUC) in the council and on satisfactory half yearly and annual progress reports received, assessed and certified.
- 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. The final report of the project 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 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.
- vii. 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 accounts.
- viii. In the existing and likely Intellectual Property Regime, techniques, technologies, materials etc. developed/perfected 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.
- ix. The movable property, such as vehicle/ equipment/ implement/ farm machinery etc. purchased at the cost of the Council would be the sole property of the project. 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.

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- In case of any dispute arising between the Council and the Host Institution, Χ. 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.
- III. A copy of the Schedule of Terms and Conditions Governing the Grant from the Council is attached for the guidance of the Host Institution. Schedule of terms and conditions other than those not specified in this Memorandum of the Understanding are mandatory in nature.
- IV. 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

Form of Utilization Certificate & Audit Utilization Certificate

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