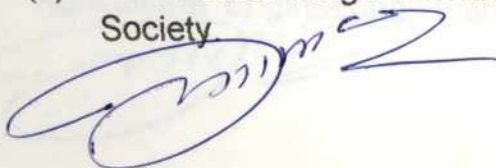


APPROVED FORMAT
Of
MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING BETWEEN THE INDIAN COUNCIL OF AGRICULTURAL RESEARCH, KRISHI ANUSANDHAN BHAVAN, NEW DELHI - 110 012 AND THE JUNAGADH AGRICULTURAL UNIVERSITY, JUNAGADH-362 001 (NAME OF THE GRANTEE) FOR SCIENTIFIC AND TECHNICAL COOPERATION IN THE IMPLEMENTATION OF THE PROJECT OF KRISHI VIGYAN KENDRA AT TARGHADIA (RAJKOT district of Gujarat State)

1. This agreement made this 1st Day of JULY Month, 2004-05 between the ICAR, a society registered under "Society Registration Act", 1860, hereinafter called "Council", as the First party and the Junagadh Agricultural University, Junagadh-362 001 (Grantee i.e. SAU) established under GUJARAT AGRICULTURAL UNIVERSITIES ACT OF 2004 at Junagadh situated in the State of Gujarat hereinafter called the "Grantee" (Second Party).
2. Where the Indian Council of Agricultural Research have the following mandate;
 - (i) To plan, undertake, aid, promote and co-ordinate education, research, and its application in agriculture, agroforestry, animal husbandry, fisheries, home science and allied sciences.
 - (ii) To act as a clearing house of research and general information relating to agriculture, animal husbandry, home science, allied sciences and fisheries through its publications and information system, and by instituting and promoting transfer of technology programmes.
 - (iii) To provide, undertake and promote consultancy services in the fields of education, research, training and dissemination of information in agriculture, agroforestry, animal husbandry, fisheries, home science and allied sciences.
 - (iv) To look into the problems relating to broader areas of rural development concerning agriculture, including post-harvest technology by developing cooperative programmes with other organizations such as the Indian Council of Social Science Research, Council of Scientific and Industrial Research, Bhabha Atomic Research Centre and the Universities.
 - (v) To do other things considered necessary to attain the objectives of the Society



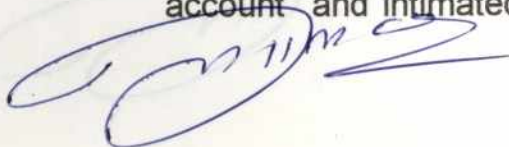
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3. And the project of Krishi Vigyan Kendra of I.C.A.R. has the mandate as under:
- (i) Conducting "on-farm testing" for identifying agricultural technologies for location specific sustainable land use systems.
 - (ii) Organise training to update the extension personnel with the *advances in agricultural technology on regular basis*.
 - (iii) Organise vocational training courses in agriculture and allied vocations for the farmers with emphasis on "learning by doing".
 - (iv) Organise *front-lines demonstrations to generate production data and feedback information*.
4. And whereas the JUNAGADH AGRICULTURAL UNIVERSITY (SAU) has the following mandate / objectives:
(The mandate/objectives of the grantee institution should be indicated here)
- (i) Making provision for imparting education in agriculture and allied sciences and humanities.
 - (ii) Furthering the advancement of learning and prosecution of research in agriculture and other allied sciences.
 - (iii) Undertaking the extension, through appropriate media, of agriculture and other allied sciences especially to the rural people of the State.
 - (iv) Making provision for the study of basic sciences and humanities, with a view to supporting other professional studies and thereby integrating such studies in the University curricula.
 - (v) Undertaking the integration of teaching, research and extension training with a view to promoting the productivity of agriculture.
 - (vi) Conferring such degrees, diplomas, certificates and other academic distinctions as the University may deem fit.
 - (vii) Such other purposes, not inconsistent with the provisions of this Act, which the State Government may, on application by the University, by notification in the Official Gazette, specify in this behalf.
5. As per the memorandum, the Council (first party) shall provide grant for the project on Krishi Vigyan Kendra according to the pattern of assistance approved under the Krishi Vigyan Kendra scheme subject to personnel and budgetary limitation imposed by the Government of India from time to time. The items of assistance may inter-alia include the following:
- (i) Salary assistance in respect of competent scientists and technical staff in different disciplines (Agricultural Extension, Agronomy, Plant Breeding, Livestock Production, Horticulture, Home Science, Agricultural Engineering, Fisheries, Agroforestry, Soil Science and

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Plant Protection) based on the local needs and requirements for taking up various activities on the KVK as per mandate:

- (ii) Assistance for salary in respect of modest office staff necessary to support the scheme;
 - (iii) The cost of approved recurring and non-recurring items based on the pattern of assistance applicable to KVKs as decided by the competent authority from time to time.
 - (iv) Council may also consider assistance as one time revolving fund refundable after five years for maintenance and running of farms, workshops, gardens, farm animals, birds, ponds etc. which will be strictly operated according to the rules and guidelines of revolving fund scheme of the Council:
 - (v) For participation in and organization of workshop, seminars, symposia and meetings approved in advance by the ICAR; and
 - (vi) Expenses on publication of Progress Reports and other literature as approved by the Council.
6. For scientific and technical cooperation in the effective implementation of the scheme and for obtaining assistance as stated herein above, the Grantee (second party) shall make available the following:
- (i) At least Twenty hectares of good quality cultivable land at suitable location, fish ponds or other required field/laboratory/classrooms facilities for imparting instructions through work-experience/learning by doing.
 - (ii) Required roads, water, electricity, communication, sewer and other appropriate facilities.
 - (iii) Required Staff, Building, equipments and animals presently available with the Grantee (Institution) and specifically identified by Council for transfer to KVK as agreed for joint use from time to time.
 - (iv) Monetary and material support in addition to the provision made by the Council with a view to rapidly develop the Krishi Vigyan Kendra and enlarge their programmes; and the profit/resource generated from KVK farm/animals etc. will be ploughed back and utilized for development and execution of schemes.
 - (v) A concrete action plan indicating financial and logistic support for the satisfactory continuance of the KVK programme after the central assistance is phased out by the Council.
7. The Grantee (second party), in addition, agrees to:
- (i) Open a separate Bank account in the name of KVK where entire grants-in-aid received from the Council would be deposited and amount will be withdrawn for the expenditure to be made only for the activities/programmes of the KVK including salary of the staff of KVK.
 - (ii) The interest earned out of Council's grant will be indicated in KVKs account and intimated to the Council half yearly alongwith progress




report. The interest earned will be counted while remitting/releasing. Grants will be released less by the income earned by the KVK.

- (iii) Seek prior approval of the Council if paid higher salary to staff such as by grant of advance increments or ad-hoc increases as proposed.
 - (iv) Associate the ICAR in the Selection / Recruitment Committees appointed for the recruitment of the scientific, technical and other personnel of the KVK.
 - (v) Keep the designations and duties of the staff in accordance with the provisions made in the scheme.
 - (vi) Mortgage the land/farm of the KVK to the ICAR before the fund for infrastructure development is released from the council and the mortgage paper be submitted to the council for record.
 - (vii) Not to divert/ transfer / terminate any scientist, technical and office staff of KVK for any other work other than that of Krishi Vigyan Kendra.
 - (viii) Treat KVK staff at par for the purpose of privileges, amenities and facilities permissible to other staff of the Grantee.
 - (ix) Consult the Council before making any change in the programme of the Kendra or the personnel employed therein.
 - (x) Ensure that if any staff of the Kendra leaves to take up any other employment, he/she invariably leaves behind a report on the work done during the relevant period together with all data collected to enable his successor to compile the complete report at the end of the year.
 - (xi) Keep the Council constantly informed about the progress and the problems of the Krishi Vigyan Kendra through the proceedings of the meetings, training courses being offered etc.
 - (xii) Allow the incharge, Krishi Viyan Kendra to directly correspond with the Council in regard to the routine activities, progress and plans of the Kendra.
 - (xiii) Permit the Local Incharge of Krishi Vigyan Kendra to interact with the Council on policy and financial matters.
 - (xiv) Constitute the Scientific Advisory Committee duly approved by the ICAR as per the guidelines provided by the Council and subject to change in the guidelines from time to time.
 - (xv) Allow the Council to review the KVK by QRT and agree to follow the approved recommendations by the Council.
8. Further, both the parties mutually agree that:
- (i) The Kendra or the Scientists responsible for doing outstanding work in organizing training programmes and other activities and significantly contributing towards agricultural production in the area shall be given due recognition.



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- (ii) All staff of KVK shall borne on the establishment of grantee only. The administrative control over the staff employed under the scheme, therefore, shall vest in the host institution. The placement of staff working in the project after the termination of the project shall be the sole responsibility of Grantee (second party) without having and liability on the Council.
- (iii) The Incharge, Krishi Vigyan Kendra and other staff shall be made available for meetings and consultations at the Council's Head Quarters, when needed as per the TA/DA rules of the grantee.
- (iv) The staff of the Kendra shall be encouraged to publish literature related to training programmes and evaluative studies including major achievements.
- (v) In case of the development of new technique or some other innovation, the Council's permission shall be sought before publishing it.
- (vi) A detailed report of the work undertaken and completed under the scheme shall be submitted to the Council in the prescribed proforma by the Incharge, Krishi Vigyan Kendra every half year. Such report shall be furnished at the end of September and March every year by the Incharge, Krishi Vigyan Kendras of the host Institution.
- (vii) On the basis of the assessment of these reports, the Council would release grants for the scheme every half year. In the event of an unsatisfactory progress of work at a Kendra as assessed by the Council, the Council may stop the release of further grants to such Kendra or terminate the project funding without assigning reasons.
- (viii) The expenditure incurred from the grant will be audited by the Accountant General, Central Revenues/Commerce, Works and Miscellaneous of Account General of the State concerned or the Examiner of the Local Fund Accounts or Statutory Auditors of the Grantee Institutions or a Chartered Accountant of the ICAR's own internal auditors. Such auditors will furnish to the Secretary ICAR by the end of December of each year a certificate to the effect that the accountants of previous year ending on March have been audited and the grant has been spent on the objects for which it was meant. Any unspent balance should be refunded to the Council on the termination of the scheme. Further grants in respect of the scheme will be stopped unless the audit and utilization certificates in the prescribed proforma are received within a period of three years after the end of the financial year during which the grant has been made. Besides stoppage of the grant of the KVK scheme due to non-receipt of the Audit and Utilization Certificate, the Council as its discretion may stop release of grant for other schemes being conducted at the time under

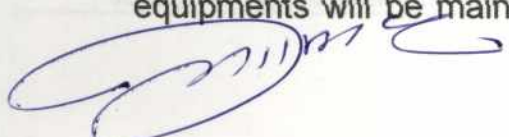


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the control of the defaulting grantee till the Audit and Utilization Certificates are received.

In addition to the normal audit as stated above Secretary, ICAR may also get special audit conducted by ICAR Inspection Team.

- (ix) In addition to the above, the Kendra shall submit a detailed annual report of the work of the Kendra and also the working plan for the next year to the Council.
- (x) The grant given by the Council will be utilized exclusively for the intended purpose and on items for which it is sanctioned by the Council, and it will not be regarded as a subversion towards the normal work of the State Agriculture or Animal Husbandry or any other Department of the University or Institution.
- (xi) The financial assistance rendered by the Council will always be acknowledged in any published account of the work for which the grant is given.
- (xii) The stores of nominal value (contingencies purchased if any, out of the grants given by the Council) will be deemed to have been utilized appropriately for the purpose for which these have been sanctioned and a certificate to this effect is furnished to the Council by the Officer-in-Charge of the scheme.
- (xiii) The half yearly demand for funds will be submitted to the Council in the prescribed proforma by the Grantee in April and September every year for release of first and second half yearly grant respectively.
- (xiv) Accounts of KVK will be maintained separately by the grantee institution. Separate audit certificates will be submitted in respect thereof.
- (xv) The council will not be liable to bear any expenditure on pension contribution and/or leave salary contribution or any other retirement benefits incurred or committed by the grantee, in lieu of the CPF/GPF etc.
- (xvi) Assessment of the performance of staff of Krishi Vigyan Kendra shall be done by the grantee institute in consultation with ICAR as per norms and procedure approved for implementation of KVK scheme.
- (xvii) The Council shall appoint suitable committees from time to time to assess the progress of the Krishi Vigyan Kendra on their recommendations ~~for~~ further grants and continuance of the scheme shall be considered.
- (xviii) In the event of the termination of the scheme, the vehicles, farm machineries and equipments and other articles purchased under the scheme and the buildings acquired/constructed with Council assistance shall remain the property of the Council. The Council shall decide the manner in which these equipments and articles can be utilized/transferred/disposed of.
- (xix) The stores of capital nature acquired for Kendra out of the grants given by the Council for this purpose shall be maintained in good condition with proper record. The vehicles, farm machineries and equipments will be maintained in the stock registers of the grantee

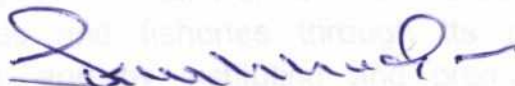


institutions which should be presented to the ICAR officers for inspection and to the Auditors for check and endorsement.

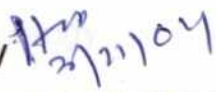
- (xx) The project is essentially a cooperative/partnership venture. Any matter not covered specifically in this Memorandum of Understanding may be settled by mutual discussion. On points where disagreement persists, the matter may be referred to the Secretary of the Council whose decision shall be final and binding on the parties.
- (xxi) Requests for any major change or termination of this understanding shall be furnished by either party to the other for consideration not less than 90 days in advance of the desired date for effecting any change/termination.
- (xxii) In the event of the termination of the project because of the violation of MOU by the Grantee (second party), the value of buildings constructed out of grants from Council shall be assessed by a registered valuer appointed by the Council and such assessed amount shall be paid by the Grantee to the Council within three months of such assessment.
- (xxiii) The operation of this Understanding may be extended by mutual consent for such period or periods as may be considered desirable by both parties before the existing term/time is over.
- (xxiv) The Council will have the right to publish the relevant data/materials obtained as a result of work done under the KVK scheme before they are published elsewhere.
- (xxv) For contravening or non-complying with any of the conditions of MOU by the Grantee, Council can terminate the project without giving any notice for the same and without any liability whatsoever.

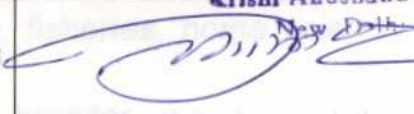



(Signed & put the seal on JULY 06, 2004 in presence of witnesses as under)

Second Party
(Grantee)


Dir. Ext., Edu., JAU., JNU.

First Party
(ICAR)


Dy. DG. (Agril. Extn.)

No.	Name and Address	Signature
1.	Dr. D. R. Padmani Research Scientist (Dry Farming), Dry Farming Research Station, Junagadh Agricultural University, TARGHADIA (Rajkot)	
2.	Shri J. R. Soni Account Officer-cum-Comptroller Junagadh Agricultural University, Junagadh	
3.	Dr. D. B. Kuchhadia Director of Extension Education Junagadh Agricultural University, Junagadh	
4.	Dr. B. K. Kikani Vice-Chancellor Junagadh Agricultural University, Junagadh	

Vice Chancellor,

Junagadh Agricultural University
JUNAGADH.