

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN

- (i). INDIAN COUNCIL OF AGRICULTURAL RESEARCH (ICAR), NEW DELHI,
 (ii). THE ICAR - NATIONAL BUREAU OF PLANT GENETIC RESOURCES
 (SPONSORING/PARENT INSTITUTION)

(iii) Dr. SUNIL ARCHAK AND
 (ICAR NATIONAL FELLOW)

IN IMPLEMENTATION OF THE SCHEME ON ICAR NATIONAL FELLOW

The memorandum made this 27th day of November 2004 between the Indian Council of Agricultural Research (ICAR), a society registered under the Societies Registration Act-1860 having its office at Krishi Bhavan, Dr. Rajendra Prasad Road, New Delhi-110 114, hereinafter called "the Council" or the **first party**, the Sponsoring/Parent Institution ICAR - National Bureau of Plant Genetic Resources established/ registered under the - Act, - of the State of - hereinafter called the "Sponsoring Institution" or the **second party**, and Dr. SUNIL ARCHAK working as Sr. Scientist hereinafter referred to as the "ICAR National Fellow" or the **third party** witnessed as under:-

1. Whereas the Indian Council of Agricultural Research (ICAR), the **first party** has formulated a scheme of ICAR National Fellow under the Education Division, ICAR, to promote excellence at national level in agricultural research and education and to recognize the meritorious contribution of individual agricultural scientists/teachers and facilitate their research and related activities.
2. And whereas the Sponsoring Institution, the **second party** has agreed to sponsor Dr. SUNIL ARCHAK for carrying out the work of ICAR National Fellow at its institution under the above scheme.
3. And whereas it has been decided, after due process of selection, to offer the appointment on the position of ICAR National Fellow to Dr. SUNIL ARCHAK, the **third party**.
4. Now, therefore, the Council, the Sponsoring Institution and the ICAR National Fellow appointee have decided to pool their resources of money, scientific manpower, skill, equipment and other facilities in accordance with this Memorandum of Understanding and on terms and conditions contained hereinafter and it is mutually agreed as follows:

ARTICLE - I

5. The ICAR National Fellow will conduct research on the project entitled,
"DEVELOPMENT AND IMPLEMENTATION OF NOVEL
ALGORITHMS AND SOFTWARE at ICAR - NBPGR
MODULES FOR PGR INFORMATICS

ARTICLE - II

Obligations on the part of the Council, the first party:

6. To provide the funding support for research under the National Fellow project as in Clause 5 as per provision of the approved project through the Sponsoring institution in annual installments. The budgetary grants towards the approved cost of the project on recurring and non-recurring items will be subject to the limitations imposed by the Government of India from time to time on budget and manpower.

- 6.1. To provide funds for payment of salary of the ICAR National Fellow and allowances as admissible to him on his pay, employer's contribution of General/Contributory Provident Fund, Leave Salary etc through the Sponsoring Institution.
- 6.2. To take necessary steps to periodically assess the progress of work of the project and further grants and continuation of the scheme will be based on such assessments and evaluations. If the Council comes to the conclusion that work of the project is not satisfactory, it can terminate the project/contract by giving one month's notice.
- 6.3. The Council will not be responsible for continuation and protection of service interests of ICAR National Fellow in his/her sponsoring institution.
- 6.4. The Council will have no financial liability after the National Fellow project is completed or ceased due to any reason.
- 6.5. The Council shall not be responsible for absorption of ICAR National Fellow or any staff engaged for the project work after completion/termination of the project.

ARTICLE - III

Obligations on the part of the Sponsoring Institution, the second party:

7. The Sponsoring Institution, the Second Party, agrees to abide by the following terms and conditions:
 - 7.1. To undertake to provide the logistics, comprising necessary basic facilities and administrative support for the efficient functioning of the project work of ICAR National Fellow, the third party.
 - 7.2. To permit ICAR National Fellow to retain/use all office facilities including accommodation and telephone both at the office and residence, and to provide, as far as possible, such facilities if not already available during the currency of ICAR National Fellow project.
 - 7.3. To take expeditious action to recruit staff, to provide the agreed facilities for the project and to ensure that the ICAR National Fellow is associated with the selection of staff engaged in the project.
 - 7.4. To give the ICAR National Fellow autonomy of operations in implementation of the work plan of the approved project including the operation of the funds within the approved budget heads following the procedures of the sponsoring Institution. No re-appropriation of funds from any one budget head to another by the ICAR National Fellow/sponsoring Institution would be permissible. Re-appropriation of funds from one budget head to another, if needed, would require prior approval of the Council
 - 7.5. To administer control and provide administrative and financial/accounting support for the ICAR National Fellow project.
 - 7.6. To allow ICAR National Fellow to sanction purchase of items of recurring and non-recurring nature subject to conforming to the purchase procedures followed in the Sponsoring Institution.
 - 7.7. To permit ICAR National Fellow to be a member of the Teaching Faculty, wherever applicable and permit him/her to appropriately share the institutional facilities required for his/her work.
 - 7.8. To maintain, in good condition, all equipments, stores and other items of capital nature acquired under the project out of the grants received from the Council and to maintain relevant records for all such equipments such as Asset Register, consumable/non-consumable register, issue register and cash book etc.
 - 7.9. To ensure that the equipments/assets remain the property of the Council until specifically transferred to the Sponsoring Institution/ICAR institution.

- 7.10. To submit a certificate of actual utilization of grants received, in respect of **non-recurring grants** within six months of the close of the financial year as per Rule 15(1) of GFRs and to submit Annual Utilization Certificate and Annual Audited Statement of Accounts in respect of **recurring grants** so as to ensure proper utilization of grants released for the preceding year before forwarding their demand for the subsequent year.
- 7.11. To permit ICAR National Fellow to join back on his initial position in the Sponsoring/parent institution after the National Fellow project work is completed or ceased due to any reason
- 7.12. The age of superannuation for an ICAR National Fellow, if not from an ICAR institution, would remain the same as in the Sponsoring/parent institution.

ARTICLE IV

Obligations on the part of the ICAR National Fellow or the third party:

8. The ICAR National Fellow agrees to abide by the following terms and conditions:-
- 8.1 To fully involve himself/herself in the research project agreed upon under this scheme and teach courses, where applicable, and not to engage himself/herself in any other work.
- 8.2 Not to accept foreign assignments before completing at least one year in the project/fellowship and not befitting his/her status in an international organization, for a total period of not more than three months during each term of five years (not allowed to be cumulative over the terms). Participation in conferences, seminars, symposium etc. will, not be construed as such an assignment.
- 8.3 Not to apply for, nor accept any other regular or term offer/appointment within the country or abroad before completion of at least three years as ICAR National Fellow. In case he/she has already applied for such a position, before accepting the appointment as ICAR National Fellow, he/she will have to withdraw such applications. On selection to the regular or term appointment and with effect from joining the same, the Fellow shall cease to be an ICAR National Fellow.
- 8.4 To submit technical, physical and financial progress of the project annually vis-à-vis projections made and targets set in the work plan of the approved project including activity milestones for the next year at the end of each financial year.
- 8.5 To submit any other information which may be called for by the Council relating to the project from time to time.
- 8.6 To protect the Intellectual Property Rights generated or likely to be generated during his/her tenure and to provide appropriate share to the Council on the patents/protections/knowledge generated as per the "ICAR Guidelines for Intellectual Property Management and Technology Transfer/Commercialization" as amended from time to time. If the Fellow enters into any other IP agreement, the same will be appropriately communicated to and shared with the Council. In all publications arising out of the National Fellow Project, the support from the Council should be duly acknowledged.
- 8.7 If the project involves the utilization of genetically engineered organisms, the National Fellow should submit an application through Institutional Biosafety Committee. He/she should also declare that while conducting experiments, the Biosafety Guidelines of the concerned department/sponsoring institution would be followed in toto.
- 8.8 If the project involves field trials/experiments/exchange of specimens etc., the National Fellow will ensure that ethical clearance would be taken from concerned ethical Committee/Competent Authorities and the same would be conveyed to the Education Division of ICAR before implementing the project.

ARTICLE - V.

9. Miscellaneous:

- 9.1 The offer of ICAR National Fellow should be consummated within three months from the date of issue of the order and no extension will be given beyond three months.
- 9.2 Any matter not covered specifically in this Memorandum of Understanding may be settled by mutual discussion. The decision of Director General, ICAR shall be final and binding on all the parties.
- 9.3 If any change in the approved programme/ personnel employed is considered essential, it will be done after the mutual discussion and agreement of all parties concerned

ARTICLE - VI

10. This Memorandum of Understanding (MOU) shall become effective on _____ and from _____ and shall continue till. _____ and signed in presence of:

- 10.1 For Indian Council of Agricultural Research, New Delhi
(First Party)

Date:

[Signature]
21/11/2014

- 10.2 For Sponsoring/Parent Institution
(Second Party)

Date:

[Signature]
Director
राष्ट्रीय पदप आनुवंशिक संसाधन ब्यूरो
National Bureau of Plant Genetic Resources
पूसा कैम्पस, नई दिल्ली-12
Pusa Campus, New Delhi-12

- 10.3 For ICAR National Fellow Dr. SUNIL ARCHAK
(Third Party)

Date: 14th Oct 2014

[Signature]

Witnesses:

i) _____

i) *[Signature]*
14/10/14
[Signature]

i) *[Signature]*
(DR. AMBIKA B GAIKWAD)

ii) _____

ii) *[Signature]*
14/10/14
(RIKTIYAH)

ii) *[Signature]*
RAJEEV GAMBHIR