

Annexure 4C 2

NBSS & LUP

R.C. Jorhat

Diary No. 433

Date 04-07-16

केन्द्रीय रेशम बोर्ड
क्षेत्रीय रेशम अनुसन्धान केंद्र
वस्त्र मंत्रालय : भारत सरकार
ररैया, जामुगुडी, जोरहाट-785005 (असम)



Central Silk Board
Regional Sericultural Research Station
Ministry of Textiles: Govt. of India
Rowriah, Jamuguri, Jorhat-785005
(Assam)

केरेबोCSB/क्षेरेअकेRSRS/III-63/2016-17/Techतकनीकी/ 913

दिनांक Dated:02.07.2016

To
The Principal Scientist & Head,
NBSS & LUP, ICAR,
Rowriah, Jamaguri,
Jorhat, Assam

Sir,

Sub: Forwardal of original MOA - reg

With reference to the subject cited above, I am forwarding herewith original Memorandum of Agreement (MOA) document for implementing the collaborative project entitled "Characterization of mulberry growing soils for nutrient management in selected seri-villages of Golaghat district of Assam" for favour of your kind information and needful.

Yours faithfully,

SCIENTIST - D & Head

Encl: as above

AAO

cc to - The Director

- PME Cell and PI (Sh. P. Ray)

- Original to PA

Sh. Ray
- 04/07/16



असम ASSAM

MEMORANDUM OF AGREEMENT (MOA)

C 537554

This MEMORANDUM OF AGREEMENT is made on this 12th Day of January , Two Thousand and Sixteen BY and BETWEEN the Central Silk Board, a statutory body created by an act of parliament viz., the Central Silk Board Act 1948, functioning under the administrative control of Ministry of Textiles, Government of India, having its Board Secretariat at Madiwala, Bangalore represented by its Member Secretary hereinafter referred to as the 'CSB' (Which expression unless excluded by or repugnant to the subject shall mean and include its representatives, successor – in office and assigns) of the ONE PART:

AND

Director, National Bureau of Soil Survey & Land Use Planning, Amravati Road, Nagpur-440033, Madhya Pradesh

WHEREAS CSB being desirous of Sericulture development in the country has accepted the project titled "Characterization of mulberry growing soils for nutrient management in selected seri-villages of Golaghat district of Assam" submitted by RSRS, Jorhat, Assam as a collaborative project with National Bureau of Soil Survey & Land Use Planning, Rowriah, Jorhat-785005, Assam has agreed to support the said project for the attainment of its objectives as detailed in the project.

WHEREAS pursuant to acceptance of the said project, the CSB has accorded its approval to the said Institute on the terms and conditions contained in the project which forms part and parcel of the MoA.

WHEREAS in consideration thereof both the parties have agreed to enter into this MoA which defines the roles and responsibilities of the participating agencies, MONITORING and other matters related to the said project.

NOW THE PARTIES HERETO AGREE AS FOLLOWS:

1 ROLE OF RSRS, JORHAT, ASSAM

- 1.1 To provide funds to the extent of Rs.5.00 lakhs (Rupees five lakhs only) over the period of three years from the date of sanction (April, 2015) of the project to the Director, National Bureau of Soil Survey & Land Use Planning, Amravati Road, Nagpur, Maharashtra for implementation of the project. Detail terms and conditions are mentioned in Project Proposal which is a part and parcel of MoA.
- 1.2 Selection and identification of farmers of study areas have to be done by the RSRS. Cadastral/large scale base maps are to be supplied/provided by the RSRS.
- 1.3 Collection of soil samples, establishment of experimental mulberry plantation in fields, application of NPK, collection of the growth and yield attributing characters and analysis as part of the study. Collection of soil samples will be done by ICAR-NBSS&LUP, Regional Centre, Jorhat with the help of RSRS.
- 1.4 Organization of demonstration programme for NPK awareness, issue a Soil Health Card to mulberry farmers. Soil Health Cards will be prepared and issued by ICAR-NBSS&LUP, Regional Centre, Jorhat in consultation with RSRS.
- 1.5 On completion of the project five copies of a consolidated report of the work done on the subject would be submitted to CSB.

2 ROLE OF ICAR-NBSS&LUP

- 2.1 To implement the project entitled "Characterization of mulberry growing soils for nutrient management in selected seri-villages of Golaghat district of Assam" as in sanction letter and spirit for mutual sharing of scientific knowledge and development in the overall interest of CSB.
- 2.2 Collection of soil samples and estimation as part of study
- 2.3 To provide necessary facilities and faculty as required for the implementation of the said project with respect to only objectives and responsibilities of ICAR-NBSS&LUP in the project.
- 2.4 Shall be responsible for accomplishing the objective identified and listed in the project document concerning to study of soils only.
- 2.5 To permit the Scientist authorized by CSB to work with the Research and Development team of the Institute who are involved in the implementation of the said project.
- 2.6 To furnish progress report of work on the project every six months by the Principal Investigator of the project. The progress of the project should also be reviewed or monitored at least once a year by the concerned Task force or Project Monitoring committee, etc.
- 2.7 To maintain a separate audit head of account for the grants received from CSB for the project.
- 2.8 To submit an annual audited statement of expenditure as on 31st March incurred under the project, along with necessary enclosures for the outstanding balances.

2.9 To ensure effective utilization of grant given by CSB for the purpose for which it was granted and to ensure timely progress of the project work.

2.10 To extend other incidental services required to implement the project satisfactorily.

3 DURATION OF THE PROJECT

3.1 Duration of the project shall be two years (April, 2015 to March, 2017) from the date the project has been sanctioned by CSB.

4 RIGHT OF OWNERSHIP/TECHNOLOGY TRANSFER AND UTILISATION

4.1 Any technology/Innovation/Intellectual property generated through the project shall be the property of Central Silk Board. However, due recognition and credit shall be given to the Co-Investigator generating such intellectual property. It shall be the responsibility of RSRS, Jorhat to take necessary action for protection of the Intellectual Property Rights (IPR) arising out of the project and duly assign or transfer the same to CSB for obtaining IPR rights.

4.2 The Know-how/ Technology/Innovation so developed are transferred by CSB and ICAR-NBSS&LUP, Regional Centre, Jorhat to other entrepreneurs on a non exclusive basis on such terms and conditions as may be determined by it.

4.3 All the Assets and products acquired will be the property of CSB and shall not be utilized for purpose other than those for which the grant has been sanctioned. The rights of the Institute under this MoA shall not be transferred to any other party without prior approval of CSB in writing.

4.4 It shall be the responsibility of ICAR-NBSS&LUP, Regional Centre Jorhat, Assam to ensure that support of CSB is suitably acknowledged in the publications (papers, reports etc) arising out of the PROJECT.

4.5 All other terms and conditions of the grant shall be as per Annexure – I which forms part and parcel of this MoA.

5 SECRECY

5.1 It is hereby agreed that the participating agencies shall keep information and data collected completely secret except for publications provided that the right to transfer the technology rests with both CSB and ICAR-NBSS&LUP.

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6 MONITORING

- 6.1 The progress of implementation of the project and proper utilization of grants shall be reviewed by the CSB and by the monitoring committee set up by CSB.
- 6.2 The periodic progress of physical achievement and the utilization of funds, statement of expenditure shall be evaluated by the monitoring committee.
- 6.3 The controller and auditor General of India, at his discretion shall have the right of access to the books and accounts of ICAR-NBSS&LUP, Nagpur and Jorhat for the grants received from CSB for this project.
- 6.4 The CSB may terminate the grant at any stage if it is convinced that the grant has not been properly utilized or appropriate progress has not been made. In the event, CSB terminates the grant, NBSS &LUP, Jorhat, Assam shall handover to RSRS, Jorhat, Assam, CSB all the documents including technical details and equipments purchased related to the project.

7 DURATION OF MEMORANDUM OF AGREEMENT

- 7.1 The MoA will remain in force for the duration of three years of the project and until all claims are settled between RSRS, Jorhat, Assam, CSB and NBSS &LUP, Jorhat, Assam

8 AMENDMENT TO MoA

- 8.1 During the operation of this MoA, if in the opinion of both the organizations some alteration or modifications of the MoA is considered essential those may be mutually discussed and agreed upon in writing.

9. ARBITRATION

- 9.1 In the event of any question, dispute or differences whatsoever arising between the parties to this agreement out of or relating to the construction, meaning scope, operation or effect of this agreement or the validity of the breach thereof shall be settled by mutual consultation and discussion, failing which same may be referred to an Arbitrator to be appointed by the mutual consent of both parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other existence of such dispute, then the Arbitrator shall be nominated by the International Center for Alternative Dispute Resolution (ICADR). The provisions of the Arbitration and Conciliation Act, 1996 and or guideline of ICADR will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996 or of any modifications or reenactments thereof.

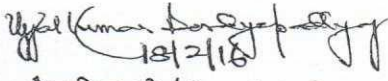
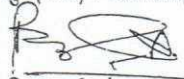
10 GOVERNING LAW

10.1 This contract shall be governed by the Laws of India for the time being in force.

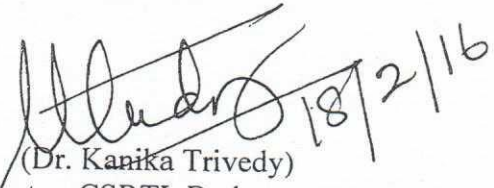
10.2 Any dispute arising out of the MoU or the terms shall be subject to the exclusive jurisdiction of High Court in Guwahati.

IN WITNESS WHEREOF the parties hereto signed, sealed and delivered this agreement on the day, month and year first above written in presence of:

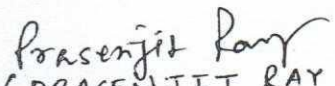
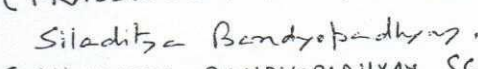
Witnesses:

1. 
वैज्ञानिक-डी / Scientist - D
पि एम सी ई, के.रे.उ.अ.व.प्र.सं/
P.M.C.E, C.S.R.&T.I
बहरमपुर (प.ब.) / Berhampore (W.B.)
2. 
वैज्ञानिक-डी / Scientist - D
पि एम सी ई, के.रे.उ.अ.व.प्र.सं/
P.M.C.E, C.S.R.&T.I
बहरमपुर (प.ब.) / Berhampore (W.B.)

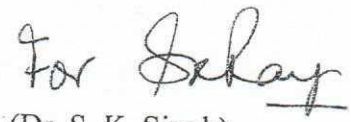
Signed by


(Dr. Kanika Trivedy)
Director, CSRTI, Berhampore
(For and on behalf of Member Secretary, CSB)
Central Sericultural Research Institute
and Training Institute
Berhampore-748 191

Witnesses:

1. 
(PRASENJIT RAY, SCIENTIST)
2. 
(SILADITYA BANDYOPADHYAY, SCIENTIST)

Signed by


(Dr. S. K. Singh)
Director, NBSS & LUP,
Amravati Road, Nagpur-440033,
Madhya Pradesh

Dr. S. K. Ray
Principal Scientist & Head
ICAR NBSS & LUP
Regional Centre, Jorhat - 4