

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING BETWEEN THE INDIAN COUNCIL OF AGRICLTURAL RESEARCH, KRISHI ANUSANDHAN BHAVAN, NEW DELHI-110012 AND THE

_____ (NAME OF THE GRANTEE) FOR SCIENTIFIC AND TECHNICAL COOPERATION IN THE IMPLEMENTATION OF THE PROJECT OF KRISHI VIGYAN KENDRA AT VILLAGE _____, CITY _____, DISTRICT _____ IN THE STATE OF _____.

1. This agreement made this _____ day of _____ Month, Two Thousand _____ between the ICAR, a Society registered under "Society Registration Act", 1860, hereinafter called "Council", as the First party and the

_____ (Grantee i.e. SAU/State Government/Deemed Universities/PSU/Others Government organization) established under _____ at _____ situated in the State of _____ hereinafter called the "Grantee" (Second party).

2. Whereas 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, Agro-forestry, 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, Agro-forestry, 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.

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-line demonstrations to generate production data and feedback information.

4. And _____, whereas
the _____
(SAU/Instts./NGO/Grantee) has the following mandate / objectives:

(The mandate/objectives of the grantee institution should be indicated here)

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, Agro-forestry, Soil Science and Plant Protection) based on the local needs and requirements for taking up various activities of 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) The 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 organisation 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 hereinabove, the Grantee (second party) shall make available the following:

- (i) **(area of land)** 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 utilised 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 along with progress report. The interest earned will be counted while remitting/releasing. Grants will be released less by the income-earned by the KVK.
- (iii) The pay scale of the KVK staff should not be more than the pay scale approved by the Council for the Scheme and the qualification of the staff should be commensurate with the requirement of job and the pay attached to that post. Any incentive or ad-hoc increase in pay over and above the scales approved by the Council shall be borne by the KVKs from their own resources.
- (iv) Keep the designations and duties of the staff in accordance with the provisions made in the scheme.
- (v) Not to divert/transfer any scientist, technical and office staff of KVK for any other work other than that of Krishi Vigyan Kendra.
- (vi) Treat KVK staff at par for the purpose of privileges, amenities and facilities permissible to other staff of the Grantee.
- (vii) Consult the Council before making any change in the programme of the Kendra or the personnel employed therein.
- (viii) 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.
- (ix) 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.
- (x) Allow the In-charge, Krishi Vigyan Kendra to directly correspond with the Council in regard to the routine activities, progress and plans of the Kendra.
- (xi) Permit the Local In-charge of Krishi Vigyan Kendra to interact with the Council on policy and financial matters.
- (xii) 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.
- (xiii) Allow the Council to review the KVK by QRT and agree to follow the approved recommendations by the Council.
- (xiv) Provide an executive order allotting specific land/farm for KVK purpose.

8. Further, both the parties mutually agree that:

- (i) The Kendra or the Scientists responsible for doing outstanding work in organising training programmes and other activities and significantly contributing towards agricultural production in the area shall be given due recognition.
- (ii) All staff of KVK shall be 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 any liability on the Council.
- (iii) The In-charge, Krishi Vigyan Kendra and other staff shall be made available for meetings and consultations at the Council's Headquarters, 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 a 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 In-charge, Krishi Vigyan Kendra every half year. Such report shall be furnished at the end of September and March every year by the In-charge, Krishi Vigyan Kendra 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 or Accountant General of the State concerned or the Examiner of the Local Fund Accounts or Statutory Auditors of the Grantee Institutions or a Chartered Accountant or 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 accounts 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 utilisation certificates in the prescribed proforma are received within the prescribed period after the end of the financial year during which the grant has been made. Besides stoppage of grant of the KVK scheme due to non-receipt of the Audit and Utilisation Certificate, the Council at its discretion may stop release of grant for other schemes being conducted at the time under the control of the defaulting grantee till the Audit and Utilisation Certificates due 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 utilised 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 utilised 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 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's assistance shall remain the property of the Council. Immediately in the event of the termination, the KVK shall be obliged to hand over all these movables and immovable properties to the Council and the Council shall decide the manner in which these equipments and articles can be utilized/transferred or 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 and differences arise out of this MOU, 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) That in the event of termination of the project because of violation of MOU by the Grantee, the KVKs shall be obliged to hand over the possession of the buildings constructed out of the funds from the Council and the Council shall be at liberty to deal with the property in any manner they decide.
- (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 for 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 _____ in presence of witnesses as under:

Second Party
(Grantee)

First Party
(ICAR)

Witness:

Name and Address

Signature

1.

2.

INDEMNITY BOND

Whereas

(i) _____ S/o _____
resident of _____
President of (Name of NGO/Society/Company) having registered office at _____

(ii) _____ S/o _____
resident of _____
Secretary of (Name of NGO/Society/Company) having registered office at _____

have applied for sanction of Krishi Vigyan Kendra (K.V.K.) to the Indian Council of Agricultural Research (ICAR), Krishi Bhavan, New Delhi-1 at _____.

In consideration of the sanction of Krishi Vigyan Kendra (KVK) by the I.C.A.R., Krishi Bhavan, New Delhi-1,

We _____ President, _____ Secretary,
and _____ Surety, S/o _____
resident of _____

for ourselves, our respective heirs, executors and administrators do hereby jointly and severally covenant with the I.C.A.R. (Council) its successors and assigns that we and our heirs, executors and administrators respectively shall at all times fully comply with the terms and conditions of contract and from time to time save, defend and keep harmless and indemnified the council/I.C.A.R., its successors and assigns and administrators and their and each of their estates, effects and grants/funds from and against all actions, causes, suits, proceedings, accounts, claims and demands whatsoever on account of the said K.V.K. We _____ President, _____ Secretary and _____ (Surety) undertake on demand by the I.C.A.R./ Council to return and re-deliver such grants/funds and other movable & immovable properties and assets raised from such funds on termination of the project or otherwise and give complete audited expenditure statement as laid down in the contract.

This _____ day of _____, 201

Surety

President

Secretary

Witness (i)

Witness (ii)

FORM OF MORTGAGE DEED

(In case of Freehold Land).

This indenture made this _____ day of _____ two thousand _____ between _____

(hereinafter called "THE MORTGAGOR" which expression shall unless excluded by or repugnant to the subject or context, include his/her heirs, executors, administrators and assigns) of the ONE PART and THE SECRETARY, ICAR (hereinafter called "THE MORTGAGEE" which expression shall, unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the OTHER PART.

WHEREAS the Mortgagor is the absolute and sole beneficial owner and is seized and possessed of or otherwise well and sufficiently entitled to the land and/or house, hereditaments and premises hereinafter described in the Schedule hereunder written and for greater clearness delineated on the plan annexed hereto and thereon shown with the boundaries thereof coloured _____ and expressed to be hereby conveyed, transferred and assured (hereinafter referred to as "the said mortgaged property").

WHEREAS the MORTGAGOR applied to the MORTGAGEE for establishment of a KVK in _____ and to provide funds for running the said KVK on the said land, as per terms & conditions laid down by MORTGAGEE.

WHEREAS the Mortgagee agreed to establish the said KVK on terms and conditions as set forth in the Agreement entered into between _____ and _____ on _____ and to provide funds from time to time towards salary of staff, recurring and non-recurring contingencies, construction of office buildings, hostels, demonstration farm, staff quarters etc.

WHEREAS the financial support of an amount of Rs. 80.00 lakh (approx.) is to be given to the mortgagor by the mortgagee over a period of time inter alia for construction of Admn. Building (not exceeding a plinth area of 550 sq.m.), Farmers Hostel (not exceeding a plinth area of 305 sq.m.), staff quarters (not exceeding a plinth area of 400 sq.m.), Demonstration Unit (not exceeding a plinth area of 160 sq.m.) and fencing and farm development including threshing floor and farm godown. As the amount indicated above is only approximate, the liability of the Mortgagor will be to the extent of the amount actually released by the Mortgagee for the above items of work and not restricted to the amount mentioned hereinabove.

AND WHEREAS one of the conditions for providing aforesaid funds is that the Mortgagor should secure that funds and utilize it as per the terms & conditions of the Agreement.

NOW THIS INDENTURE WITNESSETH as follows:

1. The MORTGAGER shall act in accordance with the terms and conditions as set forth in the Agreement.
2. That the Mortgagor shall maintain the buildings and other constructions made with the financial support from MORTGAGEE/ICAR in proper condition and pay local rates, taxes and all

other outgoings in respect of the Mortgaged property regularly until the completion of the project.

3. That the Mortgagor shall not during the continuance of these presents charge, encumber, alienate or otherwise dispose of the mortgaged property.
4. If the MORTGAGOR acts in violation of the Agreement the KVK project shall be terminated without assigning any reasons to the MORTGAGOR and ICAR shall not be responsible for any Inconvenience suffered by the Mortgagor/host organization including any staff member in the said KVK.
5. In the event of the termination of the project by ICAR the vehicles, farm machineries and equipments and other articles purchased under the scheme and the buildings and other structures acquired/constructed with Council's assistance shall remain the property of the Council. The Council shall alone decide the manner in which these equipments/machineries /vehicles/ other articles/buildings/structures can be utilized/transferred/disposed of. The Mortgagor shall not claim any right/title over the articles mentioned hereinabove.
6. In the event of the termination of the project because of the violation of the Terms and Conditions of Agreement by the Mortgagor or for any other reason, the Mortgagee shall be entitled to enforce this security of the Mortgage at any time and recover the amount paid to the KVK/Mortgagor with interest and costs of recovery by sale of the Mortgaged property or in such other manner as may be permissible under the Law.
7. If the Mortgager utilizes/applies the fund for a purpose other than for which it was sanctioned or becomes insolvent, it shall be lawful for the MORTGAGEE without intervention of the court to sell the said mortgaged property or any part thereof either together or in parcels and either by public auction or by private contract with power to buy in or rescind and contract for sale and to resell without being responsible for any loss which may be occasioned thereby and to do and execute all such acts and assurances for effectuating any such sale as the mortgagee shall think fit AND IT IS HEREBY declared that the receipts of the mortgagee for the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers there from AND IT IS HEREBY declared that the MORTGAGEE shall hold the moneys to arise from any such sale in pursuance of the aforesaid power upon TRUST in the first place there out to pay all the expenses incurred on such sale and then to pay moneys in or towards the satisfaction of the moneys for the time being owing on the security of these presents and the balance if any to be paid to the MORTGAGOR.
8. In the event of violation of any of the terms & conditions mentioned hereinabove or mentioned in the agreement, then the Mortgagee shall have the first right over the other creditors on the property in question.
9. The Mortgagor assures the Mortgagee that the Mortgaged property has not been alienated, mortgaged or any agreement to sell has not been entered or done by the Mortgagor at the time of entering into this deed.

SCHEDULE OF LAND
(To be filled in by Mortgagor)

IN WITNESS WHEREOF THE MORTGAGOR has hereunto set his hand and Dr./Shri. _____ in the Ministry/Office of _____ for and on behalf of the Secretary, ICAR Society hereunto set his hand.

Signed by the said (Mortgagor) _____

In the presence of

First witness:

Address:

Occupation

Second Witness :

Address :

Occupation :

Signed by Dr./Shri _____ in the Ministry of _____ for and on behalf and by order and direction of the Secretary, ICAR Society.

In the presence of:

First Witness :

Address :

Occupation :

Second Witness :

Address :

Occupation :

AGREEMENT

AN AGREEMENT BETWEEN THE INDIAN COUNCIL OF AGRICULTURAL RESEARCH, KRISHI ANUSANDHAN
BHAVAN, PUSA, NEW DELHI-110012 AND THE

(NAME OF THE GRANTEE) FOR SCIENTIFIC AND TECHNICAL COOPERATION IN THE IMPLEMENTATION OF
THE PROJECT OF KRISHI VIGYAN KENDRA

1. This agreement made this _____ day of _____ Month, Two Thousand _____ between the ICAR, a Society registered under "Society Registration Act", 1860, hereinafter called "Council", as the First party and the (Grantee i.e. NGO/Private Body) established under _____ at _____ situated in the State of _____ hereinafter called the "Grantee" (Second party).

2. Whereas 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, agro-forestry, 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, agro-forestry, 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.

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-line demonstrations to generate production data and feedback information.

4. And whereas the _____ (NGO/Private Body) has the following mandate / objectives:
(The mandate/objectives of the grantee institution should be indicated here)

5. As per the Agreement, 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, Agro-forestry, Soil Science and Plant Protection) based on the local needs and requirements for taking up various activities of 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) The 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 organisation 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 hereinabove, the Grantee (second party) shall make available the following:

- (i) At least _____ (area of land) 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 utilised 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 along with progress report. The interest earned will be counted while remitting/releasing. Grants will be released less by the income-earned by the KVK.

- (iii) The pay scale of the KVK staff should not be more than the pay scale approved by the Council for the Scheme and the qualification of the staff should be commensurate with the requirement of job and the pay attached to that post. Any incentive or ad-hoc increase in pay over and above the scales approved by the Council shall be borne by the KVKs from their own resources.
- (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 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 In-charge, Krishi Vigyan Kendra to directly correspond with the Council in regard to the routine activities, progress and plans of the Kendra.
- (xiii) Permit the Local In-charge 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 organising training programmes and other activities and significantly contributing towards agricultural production in the area shall be given due recognition.
- (ii) All staff of KVK shall be 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 any liability on the Council.
- (iii) The In-charge, Krishi Vigyan Kendra and other staff shall be made available for meetings and consultations at the Council's Headquarters, 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 a 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 In-charge, Krishi Vigyan Kendra every half year. Such report shall be furnished at the end of September and March every year by the In-charge, Krishi Vigyan Kendra 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 or Accountant General of the State concerned or the Examiner of the Local Fund Accounts or Statutory Auditors of the Grantee Institutions or a Chartered Accountant or 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 accounts 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 utilisation 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 grant of the KVK scheme due to non-receipt of the Audit and Utilisation Certificate, the Council at its discretion may stop release of grant for other schemes being conducted at the time under the control of the defaulting grantee till the Audit and Utilisation Certificates due 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 utilised 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 utilised 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 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's assistance shall remain the property of the Council. Immediately in the event of the termination, the KVK shall be obliged to hand over all these movables and immovable properties to the Council and the Council shall decide the manner in which these equipments and articles can be utilized/transferred or 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 Agreement may be settled by mutual discussion. On points where disagreement persists and differences arise out of this Agreement, 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) That in the event of termination of the project because of violation of Agreement by the Grantee, the KVKs shall be obliged to hand over the possession of the buildings constructed out of the funds from the Council and the Council shall be at liberty to deal with the property in any manner they decide.
- (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 for non-complying with any of the conditions of Agreement 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 _____ in presence of witnesses as under:

**Second Party
(Grantee)**

**First Party
(ICAR)**

Witness:

Name and Address

Signature

1.

2.

