

उत्तरांचल UTTARANCHAL

C 392995

MEMORANDUM OF UNDERSTANDING

The memorandum of understanding is made at G.B. Pant Agriculture & Technology University, Pantnagar on this 23rd day of May, 2008 between G.B. Pant University, Pantnagar (Hereinafter called "the CLIENT" which expression shall unless repugnant to the context their of include successor-in-office and assigns) of the part and "Uttarakhand Krishi Utpadan Mandi Parishad Rudrapur (Here in after called the Mandi Parishad which expression shall unless repugnant to the context there of include its assigns) of the other part.

WHEREAS at the proposal of the 'CLIENT, the Mandi Parishad has agreed to construct Two No. R.C.C water tank, Threshing floor, Demonstration unit, Irrigation channel, Godwon, construction of chain link fencing & construction of staff quarters at K.V.K Gaina Ancholi (District Pithoragarh) village/towns of Uttarakhand state.

Now this Memorandum of Understanding executed between the parties here to witness as follow:

It is understood that ceiling cost of the project will remain Rs. 122.77 lacs as sanctioned vide G.O. Subject to condition of present schedule rate of P.W.D

S. Kumar
 २३ मई २००८
 उप निदेशक (नमनि)
 मण्डी परिषद उत्तरांचल.

Amulya
 पित्त नियन्त्रक

2000-100/- देवी

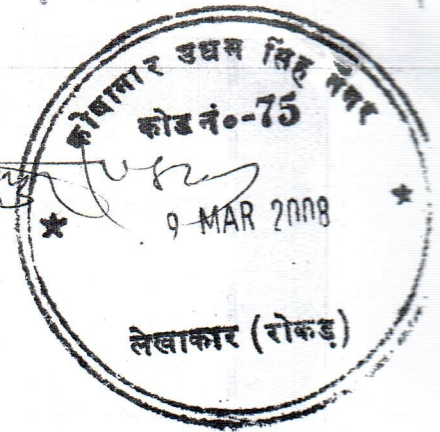
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23/05/08

मुल्य आधिकार प्रमाण पत्र

23/05/08



As per details below

Name of District	Name of village/Town	Cost of works (Rs. in lac)	Total
Pithoragarh	Gaina Ancholi	R.C.C Water Tank of KVK Matela	7.00 Lacs
		Threshing floor	2.89 Lacs
		Demonstration unit	13.72 Lacs
		Irrigation channel	3.25 Lacs
		Construction of Godown	2.50 Lacs
		Construction of chain link fanceing <i>fencing</i>	63.45 Lacs
		Construction of Staff quarters	35.85 Lacs
Total			122.77 Lacs

The above cost are subjected that flow of funds is maintained by CLIENT as per clause 3 of this memorandum of understanding. In case there is revision of cost due to reason mentioned below, the revised estimate will be submitted by Mandi Parishad to the University for Sanction from Government.

- I. Due to variation in parameters/provision of the sanctioned preliminary estimate as wetted by C.B.R.I Roorkee.
- II. If the cost of external site development works exceeds from admissible 20% amount due to site condition then same shall be allowed as per clause 3 of Chief Engineer level-1 LOK Nirman Bibhag No. 1002/448 Bhawan/2000 dated 31.5.2001
- III. Non-availability of main approach road and culvert etc. for carriage of materials by truck to the site of work.

2. It is understood that Mandi Parishad shall start actual construction work only after the "CLIENT" has (1) communicated in writing to Mandi Parishad its Administrative and financial of the preliminary estimates based on the plinth area

[Signature]
प्रमुख परमार
उप निदेशक (निर्माण)
मन्दी परिषद् उत्तरांचल

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प्रमुख निदेशक

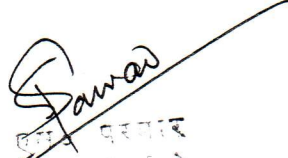
rates (2) Delivered clear possession of the land for the project and (3) within THIRTY (30) days of the issue of 'letter of Indent' bt the CLIENT deposited with Mandi Parishad sufficient advance being not less than 40% of the estimated cost. The Mandi Parishad shall start the construction work within 30days with effect from the last date of the three dates as above.

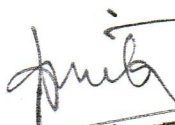
3. It is understood that at the time of allotment of work, flow of funds shall be mutually decided in accordance with the expected/desired progress of the work (by the CLIENT) as per annexure VI.

4. PROJECT COST :

It is understood that the total extent of actual cost including centage charges which are not more than 12.5% of actual cost as per annexure-II, shall not exceed the Revised estimate cost as per work actually executed and calculated on the plinth area rates as mentioned in Para1 if the actual cost exceeds the Revised estimated cost calculated as above. The excess shall be born from the overhead of the Mandi Parishad if the finial Actual cost in less than the Revised Estimated cost, only the final Actual cost will be charged. The total present estimated cost of the project as approved preliminary estimate is Rs. 122.77 lacs (One Crores Twenty Two lacs Seventy Seven Thousand only) Annexure III/or on the basis of present calculated cost of current rate of P.W.D.

5. The plinth area Rates be applicable only when the Actual specification of each types pf the building strictly conform to specification on which such plinth area Rates are based. In case of any deviation in specification, ceiling heights extra provision used on such extra item shall be provided in detailed project report.


एस. कुमार
उप निदेशक (निर्माण)
मन्दि पञ्चसद सदस्य


पिता निदेशक

6. SPECIFICATION

General Specification will be followed as per circular Chief Engineer U.P. P.W.D (Central Zone) Letter No. 174/CZD/84 Dated 17.01.085 (Annexure-VII)

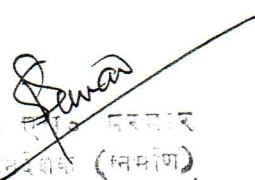
7. DRAWINGS/DESIGNS/DETAIL PROJECT REPORT

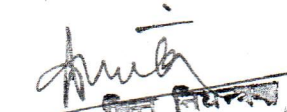
The entire work will be executed according to the plan, section and elevation shown in attached drawings (Annexure-VIII). These drawing may be updated, amended by mutual consent of CLIENT and Mandi Parishad the Detail project report (D.P.R) will be framed by Mandi Parishad along with the detail drawing and designs including structural drawings before start of the actual work and get technically approved by competent Authority as per Mandi Parishad norms.

8. TIME OF COMPLETION

(a) It is understood that the Mandi Parishad shall take up the work in accordance with the priorities indicated in writing by the CLIENT and its completion will be governed by a joint pert showing the activities of the CLIENT (completion date 30-06-2009) and the Mandi Parishad which will be updated according to the constraints of either party from time to time.

(b) The Mandi Parishad shall build and completed finish the project within 15 (fifteen) months from the date of receipt of 40% amount of the estimated cost as advance subject to cash flow as per clause-3 above, unless prevented by any labor strikes, fire accident, earthquake, mob-violence Attack from the air or many other major disturbance (Force Measure) on any other reason beyond the control of the Mandi Parishad in the case of any such event, the Mandi Parishad will obtain written permission from the CLIENT for extension of time and completely finish the project within the extended time. The Mandi Parishad shall also be in titled to get compensation for loses/extra expenditure if any, incurred due to the damages on account of causes mentioned above if such causes (s) where not beyond the control of Mandi Parishad The decision of Director of Mandi Parishad & Vice Chancellor of


ए.पी.डी. परमार
उप निदेशक (समिति)
मन्दी परिषद जलेश्वर


वि.च.वि.स.

G.B. Pant Agriculture & Technical University Pantnagar Jointly as the whether the causes were not beyond the control of the Mandi Parishad as the amount of compensation for loses/extra expenditure shall be binding on the CLIENT in case, the CLIENT the CLIENT desire, the Mandi Parishad shall make insurance of property against damages, accident, fire, riots or any act of "GOD" and the extra charges incurred for this purpose will be included in the Actual Cost of the Project"

9. ACCOUNTS


The periodic Accounts of the M.P. are being audited by the statutory auditors (Chartered Accountants). The M.P. shall submit to the CLIENT such periodical audited accounts of the unit, relating to the works as and when audited in the format here to an annexure-IV. The final account shall be submitted in format enclosed here to as annexure-V. The CLIENT shall also have an access to the book of accounts of M.P. in case, if the CLIENT deems it necessary.

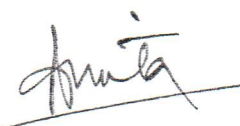
10. INSPECTION OF WORK & QUALITY CONTROL :

It is understood that the CLIENT or any technical person authorise by it/him not below the rank of Asstt. Director, work and plants may inspect the construction work at any time and from time to time to satisfy itself/himself that the building are being constructed by M.P. as per drawing and specification as provided in the preliminary Estimate. If any defects or variation made without the written request of CLIENT are found during the inspection, they will have to be rectified by the M.P. at its own cost on written notice by the CLIENT within 30 (Thirty) days from its receipt.

11. COMPENSATION FOR DAMAGE :

It is understood that the M.P. shall remain liable to and shall identify the CLIENT, in respect of loses, damages, or compensation arising out of any accident or injury, sustained by the CLIENT or by any workman in the employment of the M.P., its employee or agents, subject to the determination of the compensation or damage by the competent authority as defined in the relevant laws.


ए.बी. ए.टी. पन्तनगर
उप निदेशक (निर्माण)
मण्डली पन्थिद उत्तरांचल

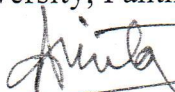

निर्माण विभाग


12. SETTLEMENT OF DISPUTE :

It is undersoot that any disputes or differences arising uot of this memorandum of understanding, shall be satteded in accordance with the provision of U.P. govt. Order no. 156/Chauwalsi-2/156/91-92, dated 5th February, 1992 (a copy of which is annexed here to as annexure V.


In witness where of the parties here to have set there hands throug their authorised representative on this deed and affixed there scale on date, month and year first above written.

For and on behalf of
G.B. Pant Agriculture & Technology
University, Pantnagar



(COMPTROLLER)
COMPTROLLER
G. B. Pant Univ. of Agric. & Tech,
PANTNAGAR-263145 (U. S. Nagar)
In the presence of witness


A. U. Pandey
BWL.

For and on behalf of M.P.


एतः एतः तन्त्र
उप-निदेशक (निर्माण)
मन्त्री परिषद उत्तरांचल.

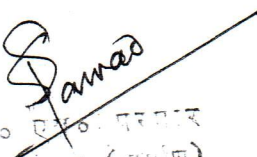
In the presence of witness

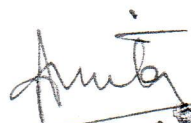

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Actual Costs

The actual expenditure will comprise of following :

1. Cost of material procured by M.P. including its cost of cartage, loading, unloading, stacking and storage.
2. Cost of material supplied by the CLIENT and used in the work the cost being the procurement cost of the CLIENT including, cartage etc.
3. Amounts of money for cartage, loading, unloading, stacking and storage of material etc as spent by M.P. on material supplied by CLIENT.
4. Cost of labour utilised in the work through PRW, Subcontractors and daily labour.
5. Actual cost of procurement, cartages and storages of small plants like spades, basket etc, after completion of works, credit will be given to "Actual Cost" for the resale value of remunerates of such T&P.
6. Actual cost of procurement, cartage, loading and unloading, storage, fixing, refixing and removal etc, credit will be given to "Actual Cost" of resale value of this material at the close of the work.
7. The cost the Listed Machine and Equipment will be borne the second party headoffice will not be charged to "Actual Cost" However, ownership charge, rent of shutting, spare part charges, (Including fuel lubricant), cost of operators, storage, cost of maintenance and repair will be form part of "Actual Cost".
8. Actual cost of all "Enabling Work" like site office, store, labour sheds, workshop etc. will form part of "Actual Cost" at the close of work, resale value of these items will be credited to the "Actual Cost", The final actual cost will be restricted to 12.5% of total cost. Actual cost of procurement, cartage etc. and fixing and removal of items like water pipe lines, wires and such other items required in connection with proper execution of the work will also from part of "Actual Cost".


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अध्यक्ष (अभियंता)
महानगरपालिका, काठमाडौं


ज. ज. ज.
अध्यक्ष (अभियंता)
महानगरपालिका, काठमाडौं

9. All expenditure connected with labour welfare, compensation to labour and other requirement according to labour Law will also form part of "Actual Cost".
10. All other items not mentioned above but forming direct expenditure to the work, the decision of the Director M.P. will be final.
11. Expenditure on survey & Soil Testing, designing, expert checking.
12. Expenditure on Trade Tax or Turnover Tax and Stamp Duty, if any.
13. A separate ledger head should be maintained for Profit & loss account. In this account all 12.5% charge received from the CLIENT should be shown together with expenses of M.P., which are to be met from this 12.5% Cost of regular staff, T.A., of regular staff and stipend to apprentices payable by M.P, is to be borne by M.P. However, regular staffs like Drivers, Operators etc. naturally deployed to work are chargeable to "Actual Cost" and not to the 12.5% overhead. Cost of entertainment is also chargeable to overhead of M.P. under 12.5% Head office charges should also be charged under overheads of M.P.

Funds requirement for complitation Of Krishi Vigyan Kendra Matala Village Distt. Almora

Note : for release fo next installment utilization certification should be provide of at least 75% amount already released to IInd party.

Handwritten signature: *Anita*
COMPTROLLER
G.B. Pant Univ. of Agric. & Tech.
PANTNAGAR-263145 (U.S. Nagar)



उत्तरांचल UTTARANCHAL

B 828902

MEMORANDUM OF UNDERSTANDING

The memorandum of understanding is made at G.B. Pant Agriculture & Technology University, Pantnagar on this 23rd day of May, 2008 between G.B. Pant University, Pantnagar (Hereinafter called "the CLIENT" which expression shall unless repugnant to the context their of include successor-in-office and assigns) of the part and "Uttarakhand Krishi Utpadan Mandi Parishad Rudrapur (Here in after called the Mandi Parishad which expression shall unless repugnant to the context there of include its assigns) of the other part.

WHEREAS at the proposal of the 'CLIENT, the Mandi Parishad has agreed to construct Two No. R.C.C water tank, Threshing floor, Demonstration unit, Irrigation channel, Godwon & construction of chain link fancing at Krishi Vigyan Kendra Matela (District Almora) village/towns of Uttarakhand state.

Now this Memorandum of Understanding executed between the parties here to witness as follow:

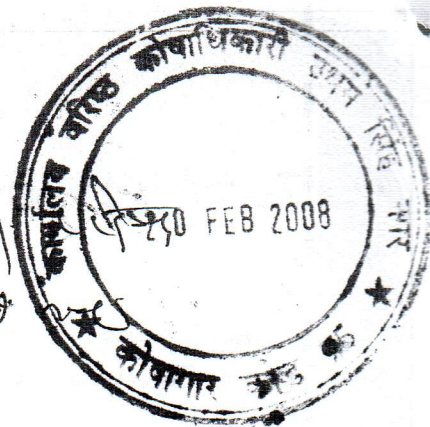
1. It is understood that ceiling cost of the project will remain Rs. 92.81 lacs as sanctioned vide G.O. Subject to condition of present schedule rate of P.W.D

[Signature]
 एस० एस० परमार
 उप निदेशक (निर्माण)
 मण्डी परिषद उत्तरांचल

[Signature]
 प्रिन्सिपल
 गिरी निदेशक

No. 6154 Date 15-3-08
Name & Address Surendra Pal Chhabra
STAMP VENDOR
UDRAPUR (U. S. Nagar)

80 रु 20 रु 10 रु
रु 100 रु 50 रु



As per details below

Name of District	Name of village/Town	Cost of works (Rs. in lacs)	Total
Almora	Matela	R.C.C Water Tank of KVK Matela	7.00 Lacs
		Threshing floor	2.89 Lacs
		Demonstration unit	13.72 Lacs
		Irrigation channel	3.25 Lacs
		Construction of Godown	2.50 Lacs
		Construction of chain link fanceing	63.45 Lacs
Total			92.81 Lacs


The above cost are subjected that flow of funds is maintained by CLIENT as per clause 3 of this memorandum of understanding. In case there is revision of cost due to reason mentioned below, the revised estimate will be submitted by Mandi Parishad to the University for Sanction from Government.

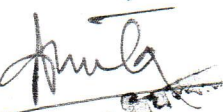
I. Due to variation in parameters/provision of the sanctioned preliminary estimate as wetted by C.B.R.I Roorkee.

II. If the cost of external site development works exceeds from admissible 20% amount due to site condition then same shall be allowed as per clause 3 of Chief Engineer level-1 LOk Nirman Bibhag No. 1002/448 Bhawan/2000 dated 31.5.2001

III. Non-availability of main approach road and culvert etc. for carriage of materials by truck to the site of work.

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अनिल
उप निदेशक (निर्माण)


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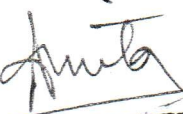
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उप निदेशक (निर्माण)
ग्रामी पंचायत नंदीपारा


COMPTROLLER
C. B. Rant Univ. of Agric. & Tech.
PANTNAGAR-263145 (U. S. Nagar)

6. SPECIFICATION

General Specification will be folowed as per circular Chief Engineer U.P. P.W.D (Central Zone) Letter No. 174/CZD/84 Dated 17.01.085 (Annexure-VII)


7. DRAWINGS/DESIGNS/DETAIL PROJECT REPORT

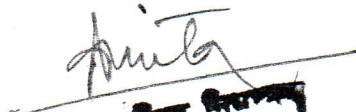
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उप निदेशक (निर्माण)
मण्डो परिषद उत्तरांचल.


पुनित
निर्माण

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9. ACCOUNTS


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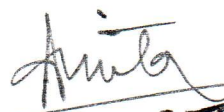
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It is understood that the M.P. shall remain liable to and shall identify the CLIENT, in respect of losses, damages, or compensation arising out of any accident or injury, sustained by the CLIENT or by any workman in the employment of the M.P., its employee or agents, subject to the determination of the compensation or damage by the competent authority as defined in the relevant laws.


सुभाष चन्द्र वर्मा
उप निदेशक (निर्माण)
मण्डी पञ्चसद सदस्य

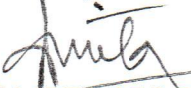

अनिता
वित्त निदेशक

12. SETTLEMENT OF DISPUTE :


It is undersoot that any disputes or differences arising uot of this memorandum of understanding, shall be satteded in accordance with the provision of U.P. govt. Order no. 156/Chauwalsi-2/156/91-92, dated 5th February, 1992 (a copy of which is annexed here to as annexure V.

In witness where of the parties here to have set there hands throug their authorised representative on this deed and affixed there scale on date, month and year first above written.


For and on behalf of
G.B. Pant Agriculture & Technology
University, Pantnagar


(COMPTROLLER)
G. B. Pant Univ. of Agric. & Tech.
PANTNAGAR-263145 (U. S. Nagar)


In the presence of witness


A. Ashwin
D. W. P.

For and on behalf of M.P.


एल० एम० परमार
उप निदेशक (निर्माण)
मण्डी परिषद उत्तरांचल.


In the presence of witness


सहायक अभियन्ता
उ० वृ० उ० मण्डी परिषद
रूपपुर

Actual Costs

The actual expenditure will comprise of following :

1. Cost of material procured by M.P. including its cost of cartage, loading, unloading, stacking and storage.
2. Cost of material supplied by the CLIENT and used in the work the cost being the procurement cost of the CLIENT including, cartage etc.
3. Amounts of money for cartage, loading, unloading, stacking and storage of material etc as spent by M.P. on material supplied by CLIENT.
4. Cost of labour utilised in the work through PRW, Subcontractors and daily labour.
5. Actual cost of procurement, cartages and storages of small plants like spades, basket etc, after completion of works, credit will be given to "Actual Cost" for the resale value of remunerates of such T&P.
6. Actual cost of procurement, cartage, loading and unloading, storage, fixing, refixing and removal etc, credit will be given to "Actual Cost" of resale value of this material at the close of the work.
7. The cost the Listed Machine and Equipment will be borne the second party headoffice will not be charged to "Actual Cost" However, ownership charge, rent of shutting, spare part charges, (Including fuel lubricant), cost of operators, storage, cost of maintenance and repair will be form part of "Actual Cost".
8. Actual cost of all "Enabling Work" like site office, store, labour sheds, workshop etc. will form part of "Actual Cost" at the close of work, resale value of these items will be credited to the "Actual Cost", The final actual cost will be restricted to 12.5% of total cost. Actual cost of procurement, cartage etc. and fixing and removal of items like water pipe lines, wires and such other items required in connection with proper execution of the work will also from part of "Actual Cost".


सुनील कुमार परमार
प्रमुख निदेशक (निर्माण)
महानगर पालिका वल्लरवल.


अनिल
निर्माण विभाग

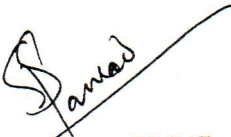
9. All expenditure connected with labour welfare, compensation to labour and other requirement according to labour Law will also form part of "Actual Cost".
10. All other items not mentioned above but forming direct expenditure to the work, the decision of the Director M.P. will be final.
11. Expenditure on survey & Soil Testing, designing, expert checking.
12. Expenditure on Trade Tax or Turnover Tax and Stamp Duty, if any.
13. A separate ledger head should be maintained for Profit & loss account. In this account all 12.5% charge received from the CLIENT should be shown together with expenses of M.P., which are to be met from this 12.5% Cost of regular staff, T.A., of regular staff and stipend to apprentices payable by M.P, is to be borne by M.P. However, regular staffs like Drivers, Operators etc. naturally deployed to work are chargeable to "Actual Cost" and not to the 12.5% overhead. Cost of entertainment is also chargeable to overhead of M.P. under 12.5% Head office charges should also be charged under overheads of M.P.

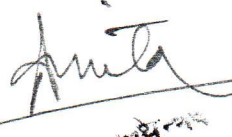
Annexure-VI

Funds requirement for complitation Of Krishi Vigyan Kendra Matala Village Distt. Almora

S.No.	Stage of work	Percentage of payment
1.	Mobilization advance	50%
2.	After laying of ground floor, roof, construction of tank 1 st floor and material supply of chain link	30%
3.	After total completion	20%

Note : for release fo next installment utilization certification should be provide of at least 75% amount already released to IInd party.


 एस० एन० परमार
 उप निदेशक (निर्माण)
 मण्डी वरिषद उत्तरांचल.


 अनिता

5276

College of Agribusiness Management

CABM No. 551
Dated: 1.5.2008

1. Dean, CABM
2. Dean, College of Forestry and Hill Agriculture
3. Director Experiment Station
4. ✓ Comptroller
5. Chief Personnel Officer
6. Co-ordinator Technical Cell
7. Dr. Ashutosh Singh, Associate Professor(Agribusiness) CABM as Co-PI
8. Dr. Satish Sharma, Asstt. Professor, College of Forestry and Hill Agriculture, Ranichauri as Co-PI

This has reference to our collaborative research project entitled "Internationalising Agricultural Programs at TSU and Promoting Trade in Value-added Products: Collaboration with an Indian Institution" submitted to Tennessee State University, Nashville, TN-37209-1561, USA.

The agreement for initiating the project has been signed by Mr. Melvin N. Johnson, President, Tennessee State University, Nashville and the copy of agreement duly signed by the competent signatories from both the sides i.e. Comptroller, G.B. Pant University of Agriculture & Technology, Pantnagar and the President, Tennessee State University, Nashville, USA is hereby enclosed for your ready reference and kind perusal. The effective date of project and the term of agreement is from March 25, 2008 to September 14, 2010.

B.K. Sikka
(B.K. Sikka)
Prof. & Head and PI

C-437
02/5/08

Encl:A/a

Cc: OSD to Vice-Chancellor for kind information of the Vice-Chancellor please

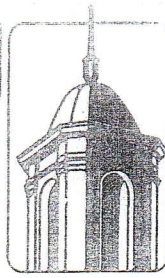
Dy. Compt (R).

Bursar (Comptroller's office)

To pl. keep in safe custody

Office of D. E. S.
02/5/08
Received
Dated 5/5/08

Dy. Comptroller
Dy. Comptroller



Purchasing and Business Services

Tennessee State University
3500 John A. Merritt Blvd.
Nashville, TN 37209-1561
Telephone: (615) 963-5161
Fax: (615) 963-5192

April 17, 2008

Dr. B.K. Sikka
G.B. Pant University of Agriculture & Technology
Pantnagar, Distt.
UdhamSinghNagar
Uttarakhand, 263145
India

Dear Dr. Sikka:

Forwarded herewith is a fully executed copy of the Agreement between Tennessee State University and G.B. Pant University of Agriculture & Technology for your files.

Should you have any questions, please contact this office.

Sincerely,

Frank Battle
Assistant Vice President for
Procurement and Business Services,
and Contract Administration

/ys

Enclosure

Cc: Dr. Surrendra Singh
IAgER

AGREEMENT
BETWEEN
TENNESSEE STATE UNIVERSITY
AND

G.B. Pant University of Agriculture & Technology
FIN # _____

THIS AGREEMENT, by and between **TENNESSEE STATE UNIVERSITY**, a Tennessee Board of Regents institution, located at 3500 John A. Merritt Boulevard, Nashville, Tennessee 37209-1561, hereinafter referred to as the "**UNIVERSITY**", and **G.B. Pant University of Agriculture & Technology (GBPUA&T)**, having its principle office at **Pantnagar, Distt. UdhamSinghNagar, Uttarakhand, 263145, India**, hereinafter referred to as the "**CONTRACTOR**" (Implementing Agency).

WITNESSETH: In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this Agreement according to the provisions set out herein:

A. The Contractor agrees to perform the following services:
The Contractor agrees to perform the following services for the research project entitled, " Internationalizing Agricultural Programs at TSU and Promoting Trade in Value-added Products: Collaboration with an Indian Institution"

1. In consultation with faculty members at Tennessee State University (TSU) examine existing data and reports in preparation for studies on post-harvest losses for fruits and vegetables and identification and analysis of potential challenges to enhance competitiveness of horticulture sector in India.

2. In collaboration with selected TSU faculty members initiate and conduct a study in India on reducing post-harvest losses for fruits and vegetables. The goal of the study should be to determine an objective view of the quantum of losses at various stages so that the magnitude of the problem is assessed and possible measures to reduce these losses at various stages in the supply chain are recommended.

3. Initiate and conduct study in collaboration with TSU faculty focusing on identifying and analyzing potential challenges, strategies to enhance competitiveness of the horticulture business sector in India including infrastructure needs in the value chain.


4. In consultation with TSU formulate questionnaire and collect data (personal and telephone interviews) to assess marketing needs and identify information that would be helpful to potential U.S exporters. This also includes collecting information from and coordinating activities with FAS agricultural officer at the post in India.

5. Check the collected data for accuracy and completeness, code tabulate data for descriptive statistical analysis. Analyze data in consultation with TSU and prepare report.

6. In cooperation with TSU identify and decide faculty/students to travel to TSU for Faculty/Student exchange.

7. Encourage and facilitate participation by faculty/students in activities conducted under the grant.

TSU-PBS 8/03


G.B. Pant Univ. of Agric. & Tech.
PANTNAGAR-263145 (U. S. Nagar)

8. Assist TSU to facilitate travel and other arrangements to facilitate smooth and productive exchange visits by faculty/students.

9. Organize in consultation with TSU three workshops/conferences as described in the proposal and facilitate, advertise, arrange, trainers, speakers and provide appropriate material for participants.

10. Assist TSU in writing reports and encourage and facilitate for G.B PU A&T faculty to collaborate with TSU faculty in publishing scientific papers and developing collaborative research proposals.

B. The University agrees to perform the following services **(only if applicable):**
(Provide detailed description, including type, scope, duration, form, quality, quantity, place, size, time and purpose.)

C. The University agrees to compensate the Contractor as follows:

1. Rate of Compensation: **\$41,600.00 in three equal lump sum payments**
2. Timetable for Payment: **The contractor will be paid in three equal payments.**
 - a. The first to be made two weeks after the effective date of the contract upon completion of the work performed which includes assistance in preliminary planning and collection of information.
 - b. The second should be made upon the completion described in terms of A (1, 2 and 3)
 - c. The third and final payment should be made upon completion described in terms of A (4, 5, 6, and 7). Complete mailing address:

The Comptroller
G.B. Pant University of Agriculture & Technology
Pantnagar,
Distt. UdhamSingh Nagar, Uttarakhand 263145
India


3. Payment(s) to the Contractor shall be made according to the schedule set out above, but only after receipt of invoices for services performed. The final payment shall be made only after the Contractor has completely performed his duties under this Agreement.
4. In no event shall the liability of the University under this contract exceed **\$41,600.**

D. The University agrees to compensate the Contractor for travel, meals and lodging which shall be in the amount of actual cost to the Contractor, subject to maximum amounts and limitations specified in the University's Manual for Comprehensive Travel Policies and Procedures, as they may be from time-to-time amended.

E. The parties agree that the following shall be essential terms and conditions of this Agreement:

1. The Contractor warrants that no part of the total contract amount provided herein shall be paid, directly or indirectly, to any officer or employee of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor, or consultant to the contractor in connection with any work contemplated or performed relative to this agreement. If the contractor is an individual, the contractor

TSU-PBS 8/03


COMPTROLLER
G. B. Pant Univ. of Agric. & Tech.
PANTNAGAR-263145 (U. S. Nagar)

warrants that within the past six (6) months he/she has not been and during the term of this contract will not become an employee of the State of Tennessee.

2. The parties agree to comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246 and the related regulations of each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students, because of race, religion, creed, color, sex, age, disability, veteran status or national origin.

The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, age, disability, veteran status or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.
3. The contractor, being an independent contractor and not an employee of this institution, agrees to carry adequate public liability and other appropriate forms of insurance, to pay all taxes incidental hereunto, and otherwise protect and hold the institution harmless from any and all liability not specifically provided for in this agreement.
4. The effective date and term of the Agreement shall be from **March 25, 2008 to September 14, 2010.**
5. This Agreement may be terminated by either party by giving written notice to other, at least 30 days before the effective date of termination. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
6. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the terms of this Agreement, the University shall have the right to immediately terminate this Agreement and withhold payment in excess of fair compensation for work completed. Notwithstanding the above, the Contractor shall not be relieved of liability to the University for damages sustained by virtue of any breach of this Agreement by the Contractor.
7. This Agreement may be modified only by written amendment executed by all parties hereto.
8. The Contractor shall maintain documentation for all charges against the University under this Agreement. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the State Comptroller of the Treasury or their duly authorized representatives.
9. The Contractor shall not assign this Agreement or enter into sub-contracts for any of the work described herein without obtaining the prior written approval of the University.
10. The Contractor shall submit to the University (**quarterly**) progress reports.
11. This Agreement requires multiple fiscal year funding and as such, is subject to the allotment of Federal and State funds.

SU-PBS 8/03

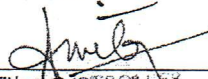
[Signature]
COMPTROLLER
C. B. P. D. U. S. Nagar
PANTNAGAR-263145 (U. S. Nagar)

12. A copy of the Charter of the (Company) (Corporation) may be required and presented when requested prior to approval of the Agreement, and where a corporate officer other than the President has signed this Agreement, proof of signatory authority may be required prior to approval.
13. The Contractor agrees that no work shall commence until this Agreement is fully executed by both parties and that a minority ethnicity report is completed and returned with this Agreement.
14. Surendra P. Singh is the University's Coordinator for this Agreement and can be reached at tel: 615-963-5829, fax: 615-963-5888 ,or email: ssingh@tnstate.edu.
15. Dr. B.K. Sikka the Contractor's Coordinator for this Agreement and can be reached at tel: 91-594-423-3884, fax: 91-594-423-533 ,or email at : bksikka@rediffmail.com
16. This Agreement shall not be binding upon the parties until it is approved by the President or, when required, by the Chancellor, Tennessee Board of Regents, or his designee.

IN WITNESS WHERE OF, the parties have by their duly authorized representatives set forth their signatures:

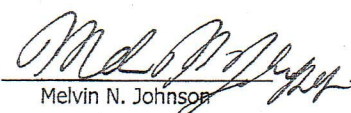
G.B. Pant University of Agriculture & Technology

By: AMITA JOSHI


 Title: Comptroller
 G. B. Pant Univ. of Agric. & Techn
 PANTNAGAR-201165 (U. S. Nagar)

Date 31.01.2008

TENNESSEE STATE UNIVERSITY

By: 
 Melvin N. Johnson

Title: President

4-7-08
 Date

5278

DEPARTMENT OF IRRIGATION AND DRAINAGE ENGINEERING

No. CI/DED/4049
Dt- 26.08.68

Comptroller

A MOU is being signed by the comptroller regarding the operation and management of "Precision Farming Development Centre" project. A copy of MOU is being enclosed for keeping in the safe custody.

KK Singh

(K. K. Singh)
Principal Investigator
PFDC, Pantnagar

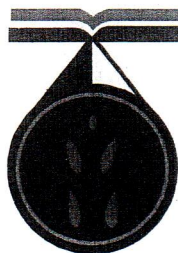
Principal Investigator
P.F.D.C. Pantnagar
Deptt. of Irrig. & Drain Engg.
College of Technology
G.B.P.U.A. & T. Pantnagar-1
(Udham Singh Nagar)

C-3474
26/8/8

AKL

26/8/68

कृषि मंत्रालय
कृषि एवम् सहकारिता विभाग



Ministry of Agriculture
Department of Agriculture and Cooperation

बागवानी में प्लास्टिकलचर उपयोग सम्बन्धी राष्ट्रीय समिति

NATIONAL COMMITTEE ON PLASTICULTURE
APPLICATIONS IN HORTICULTURE (NCPAH)

MEMORANDUM OF UNDERSTANDING BETWEEN THE NATIONAL COMMITTEE ON PLASTICULTURE APPLICATIONS IN HORTICULTURE (NCPAH), DEPTT. OF AGRICULTURE & COOPERATION, MINISTRY OF AGRICULTURE, GOVERNMENT OF INDIA, AND THE **GB PANT UNIVERSITY OF AGRICULTURE & TECHNOLOGY** (SPONSORING INSTITUTION) IN RESPECT OF AN AD-HOC PROJECT FINANCED FROM THE NATIONAL COMMITTEE ON PLASTICULTURE APPLICATIONS IN HORTICULTURE.

The National Committee on Plasticulture Applications in Horticulture (NCPAH) and **GB PANT UNIVERSITY OF AGRICULTURE & TECHNOLOGY** (Sponsoring Institution) agree to cooperate in conducting research & development activities under an ad-hoc project entitled Establishment of Precision Farming Development Centre to be located at **Department of Irrigation & Drainage Engg., GB Pant University of Agriculture & Technology, Pantnagar** under the supervision and the leadership of **Dr. K.K. Singh, Professor, Department of Irrigation & Drainage Engg., GB Pant University of Agriculture & Technology, Pantnagar 263 145, Distt. Udham Singh Nagar, Uttaranchal.**

1. In order to achieve the objectives set out in the project within the targeted time, the NCPAH agrees to provide for the following:

- (a) Salaries and other allowances in full of the scientific and other staff provided in the approved project.
- (b) Traveling allowance.
- (c) Recurring and non-recurring contingencies to the extent provided in the project.
- (d) Funds for undertaking/organizing awareness and training and other extension activities.

NCPAH, Deptt. of Agriculture & Cooperation, Ministry of Agriculture, Government of India, will bear 100 percent of the expenses on all these items at (a), (b), (c) and (d).

II. The Sponsoring agency agrees for the following:

- (a) To implement the project including the appointment of staff within six months from the date of final approval of the project by the NCPAH.
- (b) To provide Land and Laboratory facilities required for the project.
- (c) To provide such equipment and basic infrastructure facilities as are required for the project work.
- (d) To recruit/deploy competent scientific and technical staff in accordance with its recruitment/deployment procedures.

K.K. Singh

- (e) To provide such skilled and unskilled labour required for the project work.
- (f) To provide on their own such ancillary staff as filed/Lab. Assistants or attendants, clerks and stenographers etc., as are required for the project work.
- (g) To avoid transfer of the scientific staff (including PI) appointed for the project without the concurrence of the NCPAH.
- (h) To allow the project staff to exchange experimental material, Literature, etc., between the similar Research Centres within the state as well as outside the State.
- (i) To permit the scientific staff to attend the relevant All India Meetings, Workshops, Seminars, Symposia, Conferences, staff exposure visits etc. organized by the relevant Coordinated Research Projects.
- (j) To use the staff exclusively for the project work.
- (k) To use the funds provided under the project exclusively to the project work.
- (l) To render annual audited accounts and submit audited utilization certificate to the NCPAH in the format as may be prescribed in this regard.
- (m) To furnish regularly and on time satisfactory weekly, monthly and annual progress reports.
- (n) The equipment purchased with the scheme funds will remain the property of the Government of India, who will have the right to transfer such equipments from one research station to another station where it might be required.
- (o) A separate register will be maintained for all permanent and semi permanent assets to be procured for the project.
- (p) Non-recurring expenditure should be strictly adhered to the items approved in the proposal.
- (q) Un-utilised funds, if any, should be returned to NCPAH under MoA.

III. The NCPAH and the sponsoring agency mutually agree that:-

- (a) The Scientific staff provided under the project would be utilized exclusively for the project work. However, in exceptional cases they may be engaged for post-graduate teaching or guiding research. But such engagements should in no case exceed 25% of the time of the Scientist.
- (b) Change of Principal Investigatorship/leadership is not normally acceptable. However, in exceptional cases wherever there is sufficient justification, which is

Singh

acceptable to the NCPAH, such changes may be agreed to, but this provision should be used very sparingly.

- (c) Scientific staff would attend the review meetings and present their data for discussion.
- (d) Normally grants are released twice a year. The first installment would be released immediately after the issue of the final sanction. The second and subsequent installments would depend upon satisfactory implementation of the project and submission of relevant information, data, action plan and reports on demand as per prescribed Performa.
- (e) The sponsoring agency would ensure the satisfactory progress of work under the project as per the approved Technical Programme/Annual Work plan. But in the event of unsatisfactory progress of work, the NCPAH would be obliged to stop release of funds/withdraw the project.
- (f) The final report and records would be submitted to the NCPAH within three months of the closure of the project.
- (g) The experimental material built up under the project should be available for research in the project centre and also for free supply to the other centers working on similar issues in the country as well as abroad. However, the produce in excess of the research requirement may be disposed off by the sponsoring agency in the manner it deems fit and the proceeds may be credited to its accounts.

IV. A copy of the Schedule of Terms and Conditions Governing the Grant from the NCPAH will be sent for the guidance of the sponsoring institution.

This Memorandum of Understanding shall become effective from the date of issue of sanction and release of first installment of funds and shall continue for one calendar year. Thereafter, it is deemed to be renewed on annual basis on the basis of a communication from NCPAH till the termination of the project.

Signature of Authority of
Sponsoring Institute

Signature

Jt. Secretary

National Committee on Plasticulture
Applications in Horticulture, Ministry of
Agriculture, Deptt. of Agriculture and
Cooperation, Govt. of India

DIRECTOR

Experiment Station

G.B. Pant Univ. of Agric. & Tech.

PANTNAGAR-263146 (U.S. Nagar)

COMPTROLLER

Kirti Evam

Yogeshwar Prasad

Nagar, Uttar Pradesh

V.K. Singh