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अनुसंधान निदेशालय
गोविन्द बल्लभ पन्त कृषि एवं प्रौद्योगिक विश्वविद्यालय,
पन्तनगर-263145 (उधमसिंह नगर)


सं० ई०एस० / लेखा / 2200

दिनांक : अक्टूबर 21, 2008

वित्त नियंत्रक

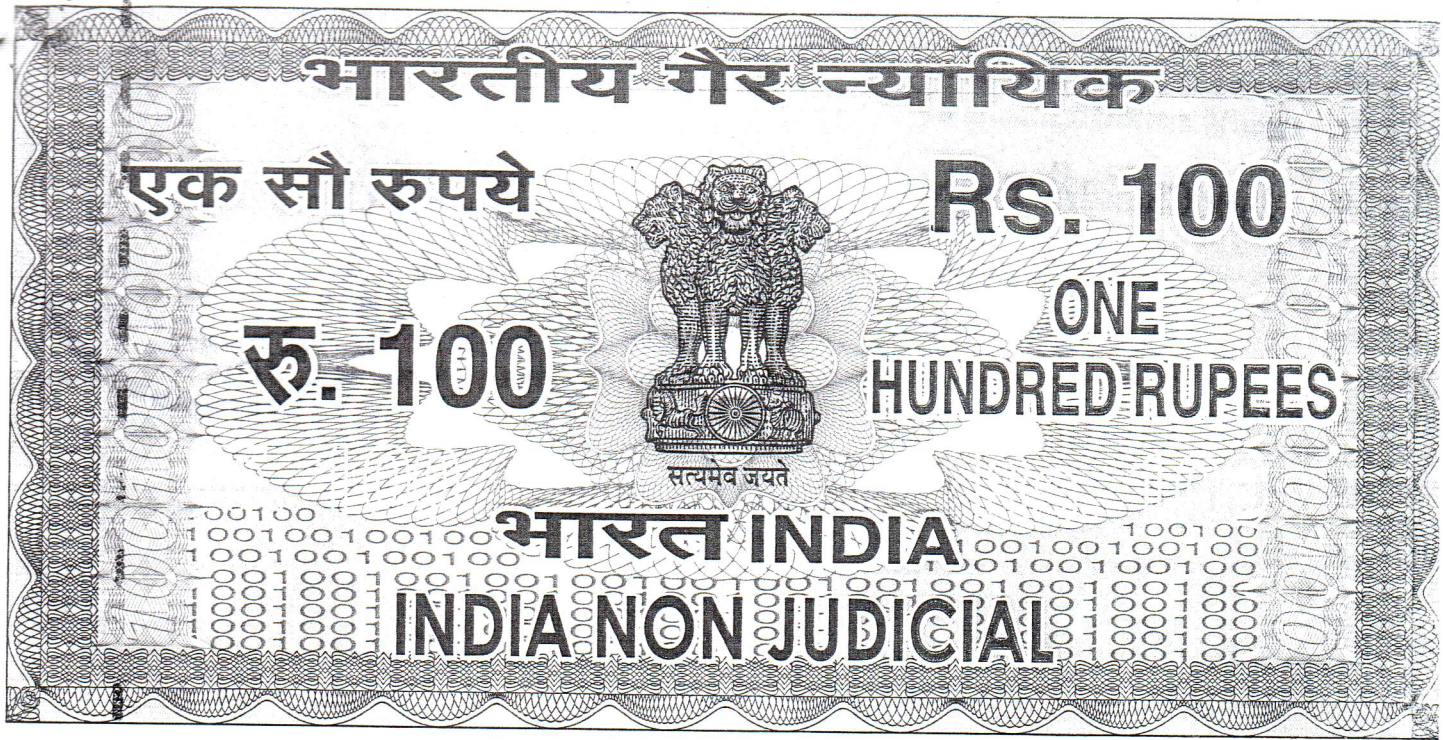
इस विश्वविद्यालय एवं उत्तराखण्ड सैनिक पुनर्वास संस्था, चन्देल भवन, अंजली विहार, अजबपुर कलाँ, देहरादून के मध्य जेट्रोफा वनस्पति के उत्पादन एवं विपणन के सम्बन्ध में हुए अनुबन्ध की मूल प्रति संलग्न कर प्रेषित की जा रही है।

संलग्नक: उपरोक्तानुसार


निदेशक,
अनुसंधान केन्द्र

प्रतिलिपि: सांख्यिकी अनुभाग, अनुसंधान निदेशालय।

(-7021)
21/10/08
सा.प्र.
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21/10/08
नि.न.क.



उत्तरांचल UTTARANCHAL

C 629951

अनुबन्ध

आज दिनांक 01-04-08 स्थान पन्तनगर जिला-उधम सिंह नगर में यह अनुबंध गोविन्द बल्लभ पन्त कृषि एवं प्रौद्योगिक विश्वविद्यालय, पन्तनगर द्वारा इसके कुलपति (जो कि आगे चल कर प्रथम पक्ष कहलाया गया है तथा उत्तराखण्ड सैनिक पुनर्वास संस्था, चन्देल भवन, अंजली विहार, अजबपुर कलों, देहरादून द्वारा इसके सचिव, जो कि आगे चल कर द्वितीय पक्ष कहलाया गया है) के बीच जैट्रोफा बनस्पति के उत्पादन एवं विपणन के सम्बन्ध में निम्न शर्तों के आधार पर अनुबंध निष्पादित किया जा रहा है :-

1. यह कि प्रथम पक्ष द्वितीय पक्ष को जैट्रोफा के उत्पादन/खेती हेतु अधिकतम 5 लाख जैट्रोफा बनस्पति के पौध बिना किसी कीमत के उपलब्ध करायेगा ताकि द्वितीय पक्ष जैट्रोफा बनस्पति का विकास एवं उत्पादन कर सकें ।
2. यह कि द्वितीय पक्ष जैट्रोफा बनस्पति की अधिकतम पाँच लाख पौध को रोपण उत्तराखण्ड सैनिक पुनर्वास संस्था फार्म, पत्थरचट्टा की भूमि पर या उसके द्वारा व्यवस्था की गई अन्य भूमि पर रोपण कराने का उत्तरदायित्व लेने हेतु सहमत है ।
3. यह कि जैट्रोफा बनस्पति की खेती करने में तकनीकी व वैज्ञानिक सुविधा प्रथम पक्ष, द्वितीय पक्ष को हमेशा उपलब्ध करायेगा । इसके अतिरिक्त गोविन्द बल्लभ पन्त कृषि एवं प्रौद्योगिक विश्वविद्यालय, पन्तनगर में कार्यरत वैज्ञानिकों के द्वारा निशुल्क परामर्श प्रथम पक्ष द्वितीय पक्ष को उपलब्ध करायेगा ।

ABaluguna
1/4/08

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01.04.2008

क्रमशः...पृष्ठ...2

4. यह कि जैट्रोफा बनस्पति के पौधों की खेती द्वितीय पक्ष द्वारा अपने पत्थरचट्टा फार्म की भूमि पर गोविन्द बल्लभ पन्त कृषि एवं प्रौद्योगिक विश्वविद्यालय, पन्तनगर में कार्यरत वैज्ञानिकों की देख-रेख में किया जायेगा। अतः जैट्रोफा बनस्पति के पौधों की रोपण उपरान्त स्वाभाविक मृत्यु पर द्वितीय पक्ष का कोई उत्तरदायित्व नहीं होगा।
5. यह कि प्रथम पक्ष द्वारा द्वितीय पक्ष को जैट्रोफा बनस्पति के पौधों के रोपण हेतु धन उस दर पर उपलब्ध करायेगा जो दर समिति द्वारा निर्धारित की जायेगी।
6. यह कि जैट्रोफा बनस्पति की खेती से जो भी बीज उत्पादित किया जायेगा उसका विपणन निर्धारित दर एवं मापदण्ड के अधीन द्वितीय पक्ष द्वारा प्रथम पक्ष को अनिवार्य रूप से करना होगा।
7. यह कि प्रथम पक्ष अनिवार्य रूप से द्वितीय पक्ष द्वारा जैट्रोफा बनस्पति से उत्पादित बीज को दस वर्षों हेतु समिति द्वारा निर्धारित दर पर क्रय करने के लिये बाध्यकारी होगी।
8. यह कि प्रथम पक्ष द्वारा एक कमेटी का गठन किया जायेगा जिसमें निम्न सदस्य होंगे और कमेटी का निर्णय दोनों पक्षकारों के लिये बाध्यकारी होंगे:—
 - i. अधिष्ठाता, कृषि महाविद्यालय, गोविन्द बल्लभ पन्त कृषि एवं प्रौद्योगिक विश्वविद्यालय, पन्तनगर।
 - ii. निदेशक प्रसार, गोविन्द बल्लभ पन्त कृषि एवं प्रौद्योगिक विश्वविद्यालय, पन्तनगर
 - iii. निदेशक अनुसंधान, गोविन्द बल्लभ पन्त कृषि एवं प्रौद्योगिक विश्वविद्यालय, पन्तनगर।
 - iv. वित्त नियंत्रक, गोविन्द बल्लभ पन्त कृषि एवं प्रौद्योगिक विश्वविद्यालय, पन्तनगर।
 - v. निदेशक सैनिक कल्याण एवं पुनर्वास संस्था, चन्देल भवन, अजबपुर कलॉ, अंजली विहार, देहरादून।
 - vi. प्रक्षेत्र अधीक्षक, उत्तराखण्ड सैनिक पुनर्वास संस्था फार्म, पत्थरचट्टा, पो0 ओ0 हल्दी, जिला उधम सिंह नगर।
 - vii. कोडिनेटर, जैट्रोफा बनस्पति, पन्तनगर
9. यह कि द्वितीय पक्ष का जैट्रोफा बनस्पति के पौधों के रोपण के उपरान्त उसकी देखभाल का दायित्व होगा।

क्रमशः...पृष्ठ...3

Abaluguna
1/4/08

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01.04.2008

10. यह कि जैट्रोफा बनस्पति के पौध का उत्तराखण्ड सैनिक पुनर्वास संस्था फार्म, पत्थरचट्टा या उत्तराखण्ड सैनिक पुनर्वास संस्था द्वारा व्यवस्था की गई अन्य भूमि पर रोपण हेतु समिति द्वारा निर्धारित कार्य प्रणाली के अन्तर्गत किया जायेगा। जिसके लिये दोनों पक्ष बाध्यकारी होंगे।
11. यह कि जैट्रोफा बनस्पति के पौध के उत्तराखण्ड सैनिक पुनर्वास संस्था फार्म पत्थरचट्टा में रोपण और उससे सम्बन्धित किसी भी प्रकार के देयों से सम्बन्धित कोई विवाद उत्पन्न होता है तो उस विवाद का निस्तारण Arbitration & Conciliation Act 1996 के अन्तर्गत कुलपति, गोविन्द बल्लभ पन्त कृषि एवं प्रौद्योगिक विश्वविद्यालय, पन्तनगर के द्वारा अधिकृत अधिकारी के द्वारा पंचाट के माध्यम से निर्णीत होगा तथा विवाद किसी भी प्रकार दीवानी एवं राजस्व न्यायालय के क्षेत्राधिकार से बाहर रहेगा।

यह कि अनुबन्ध आज दिनांक 01-04-08 को रूबरू गवाहन पढ कर समझ कर निष्पादित किया गया है तथा हम पक्षकार यह घोषणा करते हैं कि अनुबन्ध की प्रत्येक शरयत हम पक्षकारों पर हर प्रकार से बाध्यकारी होगी।

ह0 (द्वितीय पक्ष)

Abalungna
1/4/08
(Bof AN Balungna)

सचिव
उत्तराखण्ड सैनिक पुनर्वास संस्था
देहरादून

ह0 (प्रथम पक्ष)

Amita Jashi
1.04.2008
(AMITA JASHI)
COMPTROLLER
C. B. Pant Univ. of Agric. & Tech.
PANTNAGAR-263145 (U. S. Nagar)

गवाहन:

1. DES (D.P. SINGH)

2. Ch. P. Siwasaini
(C. B. P. Siwasaini)

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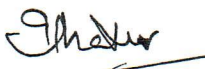
OFFICE OF THE REGISTRAR

IMPORTANT

No. REG/Misc//2008/ 537
Dated 25.10.2008

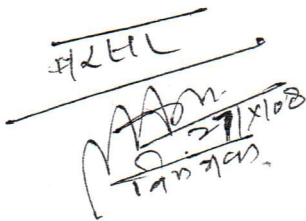
Comptroller

Enclosed please find Memorandum of Understanding signed between GB Pant University of Agriculture & Technology, Pantnagar and University of Arkansas, USA on 24.10.2008 (in original) for your information and record.


(T.C.Thakur)
Registrar

CC: PA to VC for kind information of the Vice-Chancellor.

C-7123
27/10/08


27/10/08

Exchange Agreement Between

**G.B. Pant University of Agriculture & Technology,
Pantnagar, India**

And

University of Arkansas, Fort Smith, USA

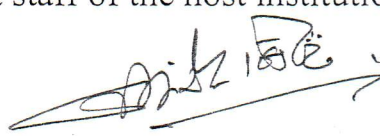
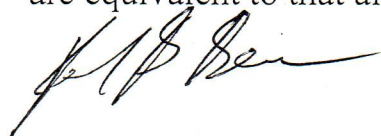
This agreement signed on 24th day of October 2008 between the G.B. Pant University of Agriculture & Technology (GBPUAT), Pantnagar, India, the **First Party** and the University of Arkansas Fort Smith (UA Fort Smith), USA, the **Second Party**. Both the parties join in the following agreement on the promotion of educational and academic exchanges between the two institutions.

1) Introduction

This agreement between UA Fort Smith, USA and GBPUAT, Pantnagar, India encourages the exchange of faculty members and students between the two participating institutions whenever this is mutually agreeable. Such exchanges are expected to provide professionally enriching educational and research experiences for the faculty and students involved, and should advance academic excellence at both institutions.

2) Faculty Exchanges

- a) For academic staff and faculty, the exchanges facilitated could be for periods as short as a week or as long as a full academic year.
- b) Under the terms of this agreement, there is a preference for an one-for-one exchange for one semester or one year of teaching or research, negotiated well before the teaching term begins. Although both faculty members in an exchange may be from the same disciplinary area, this is not essential. Each exchange professor will receive a salary and benefits package from the home institution, while the host institution will provide boarding, lodging and transportation facilities to the visiting faculty.
- c) The host institution shall provide working conditions and privileges, which are equivalent to that allowed to resident staff of the host institution.



- d) In the case of teaching and research staff members on exchange, there shall be advance agreement between the two institutions with respect to all special facilities such as laboratory needs, dedicated equipment, etc.
- e) Shorter stays that do not involve formal teaching duties can be arranged for research or other academic purposes by mutual agreement. The facilitating offices for these exchanges/visits will be the International Offices of each institution.
- f) Both institutions will make every reasonable effort to subsidize or reduce living expenses for faculty.

3. Undergraduate Student Exchanges

- a) Students from both universities will register in their university of origin, but will enjoy the privileges accorded to students at the host institution.
- b) Course selections for students from both universities should be approved in advance by their home departments and appropriate deans.
- c) All arrangements shall be negotiated in each case between the individual student and the exchange program coordinator at the home university.

Exchange Conditions

- a) Period of Stay
 - i) The period of stay may range from one month to one year period of study.

Students' Selection

- a) The home university shall select suitable students and shall recommend them to the host university. For each nominee, the home institution will provide to the host institution, a brief personal resume, a certificate of language competency, and a proposed course of study

Acceptance of Student Candidates

- a) The host university reserves the right to approve the candidates proposed for the exchange by the home university.

Number of Students

- a) No more than five undergraduate students from each institution will be exchanged. Upon mutual agreement this number may vary in any given year.

Academic Programme

- a) Each university will nominate a program coordinator to ensure that the terms of this exchange program are carried out. Each institution may name a successor to, or replacement of, its coordinator.
- b) In consultation with the home institution, academic programs will be arranged by the host institution, in advance of the exchange, and credit will be earned on the satisfactory completion of this pre-arranged program.

Tuition and Registration Fees

- a) An exchange student shall pay all tuition fee to the home institution, which will be communicated case to case / programme to programme basis in advance of the exchange and will be responsible for actual travel and subsistence expenses, and all other costs associated with attendance at the host institution.
- b) Exchange students will be responsible for fees by the host institution.

Living Expenses

- a) Each institution agrees to accept exchange students within the limitations of this agreement, and will assist exchange students to find living accommodation and food arrangements and to become integrated into their new social environment, but will not include financial assistance. However, both institutions will make every reasonable effort to subsidize or reduce living expenses for students. The quantum of subsidy shall be communicated at the time of finalising the individual case of exchange for student / faculty.
- b) Each student will bear the expenses related to medical care, insurance cover etc., however, the host institution may provide on arrival one time allowance up to US\$ 100 (One hundred) or equivalent to their students to cover contingency expenditure.
- c) The host institution will not bear any financial and legal liability of the exchange student.

Transcripts and Transfer Credit

- a) Each host institution will provide official transcripts to the student and home university registrar, indicating the academic performance of each exchange student. Credits and grades earned at the host university shall be accredited according to the regulations of the home university.

Government Grants of Loans

- a) While on exchange status, students will be treated as if they were registered at their home institution from the perspective of their eligibility for government grants and loans.

5) Rights and responsibilities of each institution

- a) Each host institution reserves the right to dismiss any participating student at any time for academic or personal misconduct in violation of established regulations. The dismissal of a participant shall not revoke the agreement.
- b) Each host institution will issue the appropriate supporting documents to assist the student in application for a visa. It is the responsibility of individual students to obtain visas in a timely manner. The exchange student shall be responsible for obtaining appropriate medical insurance.

6. Term of Agreement and Termination/review clause

- a) This agreement will be in effect for five (5) years or until either party terminates the agreement. It may be terminated by either party on one year's prior notice in writing. A review will be initiated by both institutions at least twelve (12) months prior to the expiration of this agreement to ascertain if the program should be continued and, if so, how it might be improved.
- b) During stay in the visiting institution the exchange faculty and the students would be governed under the statutes and law of the land of the host institution and their risks, health-care and insurance cover would be provided by the home institution.
- c) Any part of this agreement may be amended or revised by agreement between the two institutions and any relevant or associated matter not agreed herein may be negotiated between the institutions.
- d) *Annual Work Plan will be develop based on mutually agreed terms.*
- e) *Agreement on some mutually accepted areas may be considered in future. At such a time, joint research programs and capacity building programs may also be considered.*

f) This agreement will commence on the date of signing.

g) In case of any dispute arising out of this MOU, the matter shall be referred to the sole arbitrator i.e. Vice-Chancellor, G.B. Pant University of Ag. & Tech. Pantnagar in India and Chancellor, University of Arkansas, Fort Smith, in USA.

Signed on 24 day of Oct 2008 at 7:30 AM/PM at Pantnagar, by



Dr B.S. Bisht
Vice-Chancellor

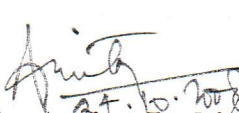
GB Pant University of Agriculture & Technology, Pantnagar, Uttarakhand, India

Dr. Paul B. Beran
Chancellor


University of Arkansas Fort Smith
Fort Smith,
USA

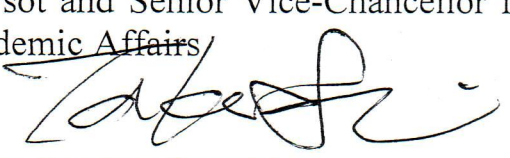
Witnesses


24.10.08
1. Dr. T.C. Thakur
Registrar


24.10.08
2. Ms. Amita Joshi
Comptroller

Witnesses

1. Dr. Ray Wallace 
Provost and Senior Vice-Chancellor for
Academic Affairs


2. Mr. Taekeo Suzuki
Executive Director for International
Programs