

List of M.O.U's during the year 2004

Sl. No.	Reg. No	Date of M.O.U.	Particulars
1	4572	14-01-2004	जी० ब० पंत कृषि एवं प्रौद्योगिकी विश्वविद्यालय पंतनगर एवं उत्तरांचल राज्य औद्योगिक विकास निगम लि० मध्य शासन एवं प्रबंध परिषद द्वारा लिखे गए निवेदन में पंतनगर विश्वविद्यालय कार्य की 3339 एक भूमि के हस्तांतरण विषयक।
2	4629	01-04-2004	Between G.B.P.U.A.R.T. Pantnagar and C.M.C. for AMC of Networking Equipments/ Installations
3	4628	26-04-2004	Between G.B.P.U.A.R.T. Pantnagar & National Research Development Corporation, New process for preparing Salmonella Vaccine
4	4705	22-09-2004	Between G.B.P.U.A.R.T. Pantnagar and Usha Singh Nagar Dugdh Utpadak Sahakari San, Ltd. Rudrapur.
5	4704	02-12-2004	Strategic Partnership between Multi Commodities Exchange of India Ltd, & G.B. Pant Univ. of Ag. & Tech. Pantnagar

4572

100Rs.



आज दिनांक 14 माह जनवरी वर्ष 2004 को गोविन्द बल्लभ पंत कृषि एवं प्रौद्योगिकी विश्वविद्यालय पंतनगर, ऊधमसिंहनगर उत्तरांचल (प्रथम पक्ष) एवं उत्तरांचल राज्य औद्योगिक विकास निगम लि० (द्वितीय पक्ष) के मध्य शासन एवं प्रबन्ध परिषद द्वारा लिए गये निर्णय के क्रम में पंतनगर विश्वविद्यालय फार्म की 3339 एकड़ भूमि का कब्जा दिए जाने हेतु निम्नलिखित शर्तों के तहत अनुबन्ध किया गया।

- 1- उपरोक्त भूमि के अधिग्रहण की एवज में ₹55.00 करोड़ की धनराशि द्वितीय पक्ष द्वारा प्रथम पक्ष को उपलब्ध कराई जायेगी। प्रथम पक्ष द्वारा उसका एक कार्पस फण्ड बनाया जायेगा जिसमें 5.00 करोड़ की धनराशि विश्वविद्यालय फार्म के सुदृढीकरण, विस्थापितों को अन्यत्र बसाने हेतु आवश्यक निर्माण कार्य आदि कराये जायेंगे जैसे कि सड़क, विद्युत आपूर्ति, जलआपूर्ति, ट्रान्सपोर्ट सुविधा, आवासीय/अनावासीय भवन निर्माण आदि।
- 2- उपरोक्त भूमि के हस्तान्तरण के एवज में दिनांक 17.12.2003 को द्वितीय पक्ष द्वारा प्रथम पक्ष को बयाने के रूप में 5.00 करोड़ (पांच करोड़) का चेक उपलब्ध कराया गया जिसके एवज में प्रथम पक्ष द्वारा द्वितीय पक्ष को उल्लिखित भूमि का कब्जा दिया गया।

Mansingh

Rupa

2nd

14/1/04

Mansingh

- 3- प्रथम एवं द्वितीय पक्ष के अधिकारियों का एक संयुक्त कार्यदल बनाया जायेगा जो नक्शे के हिसाब से मौका मुआयना कर भूमि का वास्तविक चौहद्दी (demarcation) करायेगा। वास्तविक भूमि के आधार पर अंतिम रूप से मुआवजे की धनराशि आपनुपातिक दर पर तय कर ली जायेगी।
- 4- अवशेष धनराशि रु0 50.00 करोड़ पर प्रथम पक्ष को द्वितीय पक्ष द्वारा रु0 6.25 प्रतिशत की वार्षिक चक्रवृद्धि ब्याज की दर से प्रति वर्ष ब्याज बैंक ड्राफ्ट के रूप में "नियंत्रक जी0वी0पी0ए0एण्डटी0 पंतनगर" जो एस0बी0आई0/यूको/नैनीताल बैंक पंतनगर पर देय होगा। रु0 50.00 करोड़ का भुगतान द्वितीय पक्ष द्वारा किश्तों में प्रथम पक्ष को किया जाता रहेगा जिसका भुगतान 31 मार्च 2005 तक पूर्ण रूप से कर दिया जायेगा।
- 5- अधिगृहीत की जाने वाली भूमि पर जो पेड़ लगे हैं उन्हें यथा सम्भव नहीं काटा जायेगा। यदि काटे जाते हैं तो उससे प्राप्त कीमत विश्वविद्यालय फार्म को उपलब्ध कराई जायेगी। इसी प्रकार जो स्टोरेज आवास आदि बने हुए हैं उनको तोड़ते हुए उसकी सामग्री को विश्वविद्यालय फार्म द्वारा नीलाम कर धनराशि प्राप्त कर ली जायेगी। ट्यूबवैल्स, विद्युत लाइन तथा ट्रान्सफार्मर आदि विश्वविद्यालय सूचित करने पर स्वयं हटा लेगा।
- 6- नक्शे में जो टाउनशिप का एरिया दिखाया गया है वह भूमि भी द्वितीय पक्ष द्वारा अधिगृहीत की जायेगी जिसमें से 150 एकड़ भूमि को विश्वविद्यालय के लिए आवासीय कालोनी के रूप में विकसित द्वितीय पक्ष करेगा जिसका व्यय भार विश्वविद्यालय द्वारा वहन किया जायेगा तथा विश्वविद्यालय द्वारा उक्त भूमि को अपने शिक्षकों/अधिकारियों/कर्मचारियों को प्रबन्ध परिषद के निर्णय के बाद आवंटित की जायेगी। यदि आवंटन के बाद भी भूमि बच जाती है तो उसे फिर अन्य को भी आवंटित की जा सकेगी। 150 एकड़ भूमि के अतिरिक्त टाउनशिप प्लान में जो भूमि होगी उसका आनुपातिक दर से भुगतान द्वितीय पक्ष द्वारा प्रथम पक्ष को किया जायेगा।
- 7- द्वितीय पक्ष को 3339 एकड़ से अधिक भूमि की आवश्यकता भविष्य में पड़ती है तो द्वितीय पक्ष द्वारा प्रथम पक्ष को उसी अनुपातिक दर से भुगतान किया जाना होगा।

Mandir Gora

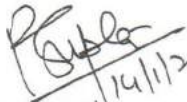
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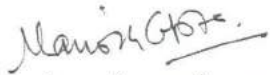
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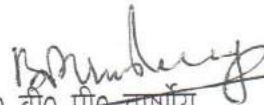
- 8- शासन द्वारा लिया गया निर्णय (संलग्न-1), मुख्य सचिव उत्तरांचल द्वारा लिया गया निर्णय (संलग्न-11) एवं विश्वविद्यालय पंतनगर की प्रबन्ध परिषद द्वारा लिया गया निर्णय (संलग्न-111) इस अनुबन्ध पत्र के साथ अलग से संलग्न किये जा रहे हैं।
- 9- जो भूमि उपलब्ध कराई जा रही है उसकी चौहद्दी निम्न प्रकार है:-
पूरब- पंतनगर विश्वविद्यालय परिसर एवं कृषि भूमि।
पश्चिम- कलक्ट्रेट परिसर-जिला न्यायालय।
उत्तर- रेलवे लाइन एवं वन भूमि।
दक्षिण- पंतनगर विश्वविद्यालय फार्म एवं निजी भूमि।
- 10- विवाद की स्थिति में कुलपति कृषि विश्वविद्यालय, पंतनगर, कृषि सचिव एवं सचिव, औद्योगिक विकास द्वारा जो निर्णय लिया जायेगा वह मान्य होगा। यदि इस पर भी सहमति नहीं बनती है तो मुख्य सचिव उत्तरांचल शासन का निर्णय अंतिम होगा।


(पराग गुप्ता)
प्रबन्ध निदेशक, सिडकुल।
देहरादून।


(रमेश चन्द्र अग्रवाल)

अर्थनियंत्रक,
जी0बी0 पन्त कृषि एवं प्रौद्योगिकी विश्वविद्यालय,
पंतनगर।


साक्षी:- श्री एम0के0 गुप्ता,
कम्पनी सचिव एवं वित्त नियंत्रक, सिडकुल,
देहरादून।


डा0 बी0 पी0 चार्णैय,
मुख्य महाप्रबन्धक,
पंतनगर विश्वविद्यालय, फार्म।

Minutes of the meeting on transfer of Pantnagar University land to Government of Uttaranchal for development of integrated Industrial estates

Present (from GBPUAT)

Dr PL Gautum, VC
RC Agrawal, Finance Controller

(from GoUA)

Sanjeev Chopra, Secretary, Industries

(from SIDCUL)

Sh Parag Gupta, MD

The following decisions were taken:

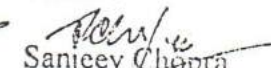
As per the Cabinet decision of 6/8/03, it is hereby agreed that the Pantnagar University shall transfer approximately 3339 acres of land as per the map, or the exact configuration on actual measurement to the Industries Department, Government of Uttaranchal for the development of an integrated Industrial estate and allied activities.

The Government of Uttaranchal shall set aside a corpus fund for the University Farms so that the loss of income is compensated. The exact amount of compensation for the corpus and modalities of payment shall be decided mutually after the actual ground measurements.

Considering the urgency of the matter, the University may call a special meeting of the Board of Management for formal approval of the Board.

In the interim, preliminary steps for measurement, demarcation and contours, joint surveys may be carried out by GBPUAT and SIDCUL or any agency duly authorized by SIDCUL for the same.


Dr PL Gautum


Sanjeev Chopra


Parag Gupta

2/9

2/9

2/9/2003

दिनांक 18.10.2003 को मुख्य सचिव की अध्यक्षता में पंतनगर कृषि विश्वविद्यालय की 3339 एकड़ भूमि औद्योगिक विकास हेतु सिडकुल को हस्तान्तरित किये जाने के सम्बन्ध में सम्पन्न बैठक का कार्यवृत्त

उपस्थिति :

1. डा०पी०एल०गौतम, कुलपति, गो०ब०पन्त कृषि एवं प्रौद्योगिक विश्वविद्यालय, पंतनगर।
2. श्री इन्दु पाण्डे, प्रमुख सचिव, वित्त, उत्तरांचल शासन।
3. श्री संजीव चोपड़ा, सचिव, औद्योगिक विकास, उत्तरांचल शासन।
4. श्री ओम प्रकाश, सचिव कृषि, उत्तरांचल शासन।
5. श्री पराग गुप्ता, प्रबन्धक निदेशक, सिडकुल, देहरादून।
6. डा०.पी०एस०गुसाई, अपर सचिव, कृषि, उत्तरांचल शासन।
7. श्री रमेश चन्द्र अग्रवाल, वित्त नियंत्रक, पंतनगर विश्वविद्यालय।
8. डा० बी०पी० वार्ष्णेय, मुख्य महाप्रबन्धक, फार्म, पंतनगर विश्वविद्यालय।
9. श्री वाई०एन०अरोरा, महा प्रबन्धक सिडकुल, देहरादून।

बैठक के आरम्भ में मुख्य सचिव महोदय ने उपस्थित सदस्यों को विषय पर अपने विभागों की स्थिति प्रस्तुत करने के लिए कहा।

कुलपति पंतनगर विश्वविद्यालय ने अवगत कराया कि दिनांक 6.8.03 को मा० मंत्रिपरिषद् द्वारा लिये गये निर्णय जिसके अनुसार विश्वविद्यालय फार्म की 3339 एकड़ कृषि भूमि को औद्योगिक जोन हेतु उपलब्ध करायी जानी है, के क्रम में दिनांक 2.9.03 को पंतनगर विश्वविद्यालय, शासन एवं सिडकुल के मध्य एक समझौता ज्ञापन हस्ताक्षरित किया गया (संलग्नक-1)। इसकी महत्ता को देखते हुए विश्वविद्यालय की प्रबन्ध परिषद् की बैठक दिनांक 20.10.03 को आहूत की गई है एवं बैठक से पूर्व 18.10.03 को मुख्य सचिव महोदय की अध्यक्षता में इसी लिए बैठक बुलाई गई है जिससे विश्वविद्यालय की प्रबन्ध परिषद् के समझ मुख्य सचिव महोदय की अध्यक्षता में लिये जाने वाले निर्णयों को रखा जा सके एवं तदनुसार संकल्प पारित किया जा सके। इसी प्रकार सिडकुल भी अपने बोर्ड में इन निर्णयों को रख सके।

कुलपति पंतनगर विश्वविद्यालय ने विश्वविद्यालय फार्म की प्रश्नगत लगभग 3339 एकड़ कृषि भूमि के हस्तान्तरण के लिए रु० 87.72 करोड़ की धनराशि की व्यवहारिक माँग की जिसका विवरण निम्न प्रकार है (जो कि प्रचारित कार्यसूची संलग्नक-2 में दर्शाया गया है) :

1. भूमि के एवज के रूप में	60.00 करोड़
2. भूमि पर चल अचल सम्पत्ति	8.83 करोड़
3. विस्थापितों हेतु	5.00 करोड़
4. पूर्व में वर्ष 2000-01 में अनुदान के रूप में विश्वविद्यालय एवं विश्वविद्यालय फार्म को उपलब्ध कराई गई धनराशि	13.89 करोड़

योग

87.72 करोड़

प्रमुख सचिव वित्त द्वारा अवगत कराया गया कि सिडकुल द्वारा भूमि अधिग्रहण तथा उसके आवंटन के लिए एक कार्ययोजना बनायी जाये तथा विक्रय मूल्य भूमि की कीमत, विकसित करने में अपेक्षित धनराशि तथा अपेक्षित प्रशासनिक व्ययों को जोड़ते निर्धारित किया जाय। अधिग्रहीत की जाने वाली भूमि की कीमत प्रचलित सर्किल रेट के आधार पर निकाली जाय शासन स्तर से अनुदान स्वरूप कोई धनराशि उपलब्ध करायी जानी सम्भव नहीं होगी।

अध्यक्ष महोदय द्वारा यह कहा गया कि उपरोक्त भूमि के एवज में सिडकुल एवं पंतनगर विश्वविद्यालय आपसी सहमति से एक निश्चित धनराशि कार्पस फण्ड बनाये जाने हेतु सुनिश्चित कर लें। इसके लिए शासन स्तर से कोई भी धनराशि उपलब्ध नहीं कराई जायेगी। सिडकुल द्वारा एक विस्तृत कार्ययोजना बनाई जाय, भूमि अधिग्रहण करते समय बयाने के रूप में आपसी सहमति से तय धनराशि विश्वविद्यालय को उपलब्ध कराई जाय तथा शेष धनराशि को चरणबद्ध रूप से एक निश्चित समय के अन्तर्गत उपलब्ध कराई जाये जिसे दोनों पक्ष आपसी सहमति से तय करें।

विचारोपरान्त निम्न निर्णय लिये गये :-

1. उपरोक्त भूमि के अधिग्रहण के एवज में ₹0 55.00 करोड़ सिडकुल द्वारा पंतनगर विश्वविद्यालय को उपलब्ध कराई जायेगी जिसका एक कार्पस फण्ड बनाया जायेगा।
2. सिडकुल द्वारा अग्रिम धनराशि (बयाना) आपसी सहमति के आधार (जिसमें सिडकुल, विश्वविद्यालय एवं सम्बन्धित विभाग सम्मिलित होंगे) पर भूमि का कब्जा लेने के समय उपलब्ध कराई जायेगी।
3. अवशेष धनराशि दोनों पक्ष की आपसी सहमति से एक निश्चित अवधि के अन्तर्गत चरणबद्ध रूप में सिडकुल द्वारा उपलब्ध करानी होगी। इस धनराशि में बकाये के सापेक्ष अर्जित होने वाला चक्रवृद्धि ब्याज 6.25 प्रतिशत की दर पर प्रतिवर्ष भी देय होगा जिससे ₹0 55.00 करोड़ का कार्पस फण्ड बना रह सके एवं विश्वविद्यालय फार्म के आवश्यक वेतनभत्तों आदि का भुगतान सदैव किया जा सके।

प्रबन्ध परिषद की 190वीं बैठक दिनांक 20-10-2003

संकल्प संख्या 13. पंतनगर कृषि विश्वविद्यालय फार्म की लगभग 3339 एकड़ भूमि का औद्योगिक क्षेत्र में हस्तान्तरण के सम्बन्ध में ।

प्रबन्ध परिषद द्वारा प्रस्ताव पर विचार विमर्श किया गया । वित्त समिति की संस्तुतियां सभी सदस्यों को उपलब्ध करा दी गयीं तथा तदनुसार सभी सदस्यों के विचार/सुझाव आमंत्रित किये गये । प्रबन्ध परिषद की मा० सदस्या डा० (श्रीमती) सविता रावत ने विचार रखा कि उत्तरांचल में पूर्व में भी कई औद्योगिक इकाइयां स्थापित की गयी हैं । इनमें कुछ इकाइयां पंतनगर के समीपवर्ती शहरों में भी स्थापित हैं । इनमें से बहुत इकाइयां बन्द पड़ी हैं और जो वर्तमान प्रयास सरकार कर रही है उसके क्रियान्वयन के पूर्व पहले की इकाइयों का अध्ययन करवाना आवश्यक प्रतीत होता है । उन्होंने चिन्ता जतायी कि विश्वविद्यालय की अमूल्य भूमि को तभी अधिग्रहीत करना चाहिए जब कोई अन्य विकल्प न हो ।

डा० शैलेन्द्र मोहन सिंघल ने यह जानना चाहा कि क्या सिडकुल ने विश्वविद्यालय के वैज्ञानिकों द्वारा अध्ययन करवाया है कि उस क्षेत्र में उद्योग स्थापित करने से वहां पर उत्पादित होने वाले बीजों पर क्या प्रभाव पड़ेगा तथा इसका पर्यावरण पर कोई दुष्प्रभाव तो नहीं होगा । उन्होंने चिन्ता जतायी कि क्या सिडकुल ने यह अध्ययन कर लिया है कि इस क्षेत्र में किस प्रकार के उद्योग स्थापित किये जायेंगे और कौन से उद्योग निगेटिव लिस्ट में सम्मिलित हैं । उन्होंने यह भी सुझाव दिया कि सिडकुल की गवर्निंग बाडी में विश्वविद्यालय के कृषि वैज्ञानिकों को विशेषज्ञ के रूप में लिया जाय तथा वहां जो भी उद्योग आते हैं या अन्य कार्य होने हैं, वे वैज्ञानिकों के सुझाव के अनुरूप हों । यह भी देखा गया है कि उद्योगों की स्थापना के बाद उस क्षेत्र में मजदूरों की संख्या अधिक हो जाती है तथा विश्वविद्यालय की आस-पास की भूमि पर अतिक्रमण से भी नकारा नहीं जा सकता ।

श्री बेलवाल ने सुझाव दिया कि औद्योगिक इस्टेट स्थापित करते समय आवश्यकतानुसार बफर जोन स्थापित किये जाने चाहिए जिससे विश्वविद्यालय का पर्यावरण प्रभावित न हो इसके लिये ग्रीन बेल्ट एवं डेन्स फारेस्ट विश्वविद्यालय की भूमि एवं स्थापित होने वाले उद्योग के बीच बनायी जानी चाहिए जिसे सिडकुल द्वारा अपनी योजना में शामिल किया जाना होगा ।

डा० एम०सी० जोशी ने विचार रखा कि 3339 एकड़ भूमि को औद्योगिक एरिया में परिवर्तित करने के लिये बड़ा समय लगेगा, अतः भूमि का हस्तान्तरण चरणबद्ध तरीके से किया जाय जिससे कोई भूमि खाली न रहे ताकि उस पर अनधिकृत कब्जा न हो सके तथा भविष्य में बीज उत्पादन के लक्ष्य पर कोई प्रभाव नहीं पड़ना चाहिए । उन्होंने सुझाव दिया कि सिडकुल द्वारा उद्योग से

प्रभावित होने वाले क्षेत्र जिसमें विश्वविद्यालय भी शामिल है, के लिये प्रभावी ड्रेनेज एवं सीवरेज प्रणाली विकसित की जाय जिससे जल प्रदूषण से भी बचा जा सके । उन्होंने सुझाव दिया कि पहाड़ों में उपलब्ध भूमि विश्वविद्यालय को हस्तान्तरित की जाय जिससे बीज उत्पादन किया जा सके ।

डा० जे०एस० सामरा ने मत रखा कि पंतनगर कृषि विश्वविद्यालय उच्च कोटि के बीज उत्पादन और उच्च कोटि के अध्ययन के लिये देश में ही नहीं वरन् विदेशों में अपना विशेष स्थान रखता है । इस विश्वविद्यालय ने पंतनगर बीज के रूप में एक विशेष पहचान बनाई है और इसकी भूमि को सुरक्षित रखना राष्ट्रहित में होगा । अतः उद्योग स्थापित करने के लिये सरकार डिग्रेडेड फारेस्ट लैण्ड या अन्य अप्रयुक्त भूमि का प्रयोग करे तो यह अमूल्य भूमि बच सकती है । उन्होंने कहा कि मैं इस बात का पक्षधर हूँ कि उद्योगों की स्थापना हो ताकि लोगों को रोजगार प्राप्त हों और क्षेत्र का विकास हो परन्तु इसके लिये इस अमूल्य भूमि का प्रयोग में नहीं लाना चाहिए क्योंकि उद्योग तो किसी भी भूमि पर लगाये जा सकते हैं लेकिन खेती अच्छी भूमि पर ही होती है । उन्होंने सुझाव दिया कि सरकार यह तय कर ले कि क्या जो भूमि बेच रही है वह विश्वविद्यालय के शोध तथा बीज उत्पादन के लिये पर्याप्त है या नहीं । यह भी पता करा लिया जाय कि क्या सरकार विश्वविद्यालय को और भूमि अन्य जगहों पर देने को तैयार है जिससे इस भूमि के जाने से विश्वविद्यालय के शोध एवं प्रसार कार्यों को प्रभावित होने से बचाया जा सके । यह भी शोचनीय है कि उद्योगों की क्या गारंटी है कि वे स्थायी होंगे और यह कौन तय करेगा कि किस तरह के उद्योग स्थापित किये जायेंगे ? डा० सामरा द्वारा यह भी सुझाव दिया गया कि पंतनगर की भूमि को अन्यथा न देकर इसे राष्ट्रीय एजुकेशनल सेंटर के रूप में विकसित किया जाना चाहिए जिसमें मेडिकल कालेज, आयुर्वेदिक कालेज, आई०टी० कालेज तथा बायोटेक आदि केन्द्र एक ही स्थान पर केन्द्रित हो सकेंगे । इस सम्वन्ध में यह सुझाव भी दिया गया कि यह प्रस्ताव पूर्ण नहीं है अतएव फिलहाल इसे स्थगित रखा जाय और सभी पहलुओं पर गम्भीरतापूर्वक विचार कर एक विस्तृत प्रस्ताव पुनः प्रबन्ध परिषद के समक्ष प्रस्तुत किया जाय ।

श्री अनिल गोयल ने मत व्यक्त किया कि यह सराहनीय है कि वहां औद्योगिक क्षेत्र स्थापित हो रहा है, परन्तु यह सुनिश्चित किया जाना चाहिए कि वहां पोल्यूशन कंट्रोल (Pollution Control) होना चाहिए तथा पर्यावरण पर कोई प्रतिकूल प्रभाव न पड़े । इसके लिये वहां के छात्रों और तकनीशियनों का सहयोग लिया जाना चाहिए । उन्होंने सुझाव दिया कि अधिग्रहीत की जा रही भूमि पर बायोटेक पार्क की भी स्थापना की जाय ।

श्री इन्दुकुमार पाण्डे, प्रमुख सचिव वित्त ने प्रबन्ध परिषद के सदस्यों के विचारों को सुनने के पश्चात् मत व्यक्त किया कि पर्यावरण आदि के सम्बन्ध में जो विचार आये हैं और सदस्यों द्वारा जो शंकाएं व्यक्त की गयी हैं, उनका पूरा ध्यान रखा जायेगा । उन्होंने यह भी कहा कि पुराने उद्योग ठीक से नहीं चल रहे हैं, इसका मुख्य कारण मार्केट तथा रॉ-मैटेरियल का न होना है । अब जो उद्योग स्थापित किये जा रहे हैं उनके लिये ओपन मार्केट है । विश्वविद्यालय की अनुसंधान से सम्बन्धित भूमि लिया जाना प्रस्तावित नहीं है, केवल कामर्शियल भूमि की कम उत्पादन (less productive), वाली भूमि पर उद्योग लगाने का प्रस्ताव है क्योंकि उसके कारण जो उत्पादन कम हो रहा है तथा खर्च के लिए धनराशि की जो कमी पड़ रही है, उसकी भरपाई शासन द्वारा की जाती है ।

श्री ओम प्रकाश, कृषि सचिव द्वारा मत व्यक्त किया गया कि इस तरह की उद्योग विकास को भूमि चरणबद्ध रूप से दी जायेगी । इस तरह भूमि पर अनधिकृत कब्जा भी नहीं हो सकेगा और खुली भूमि पर बीज उत्पादन होता रहेगा ।

श्री मदन लाल, कृषि निदेशक ने कहा कि कृषि आधारित उद्योग का महत्व है और यह एक अच्छा कदम है ।

सभी सदस्यों के सुझाव एवं मत सुनने के बाद अध्यक्ष महोदय द्वारा पूरी चर्चा का विश्लेषण किया गया और अवगत कराया कि जो सुझाव मा0 सदस्यों ने दिये हैं वे बहुत सराहनीय हैं और इन सभी बिन्दुओं को दिनांक 18-10-2003 को मुख्य सचिव की अध्यक्षता में हुई बैठक में चर्चा की गयी है । उन्होंने अवगत कराया कि विश्वविद्यालय में अनुसंधान के लिये जो भूमि है, वह इससे प्रभावित नहीं है । ब्रीडर सीड प्रोडक्शन पर भी इसका कोई प्रभाव नहीं पड़ेगा । हस्तान्तरित किए जाने वाली भूमि को डिमार्केट संयुक्त रूप से किया जा रहा है । यहां पर जो भी उद्योग लगाये जायेंगे वे एग्रोवेस्ड उद्योग होंगे जिसमें विश्वविद्यालय के छात्रों तथा शिक्षकों को व्यवहारिक ज्ञान मिलेगा तथा रोजगार की सम्भावनाएं बढ़ेंगी । यह भी सुनिश्चित किया जायेगा कि ईको फ्रेंडली उद्योग लगाये जायं तथा निगेटिव लिस्टेड उद्योग कदापि स्थापित नहीं किये जायेंगे । सदस्यों के सुझाव के अनुसार विश्वविद्यालय के वैज्ञानिकों को भी उद्योग स्थापित करने की स्वीकृति देने वाले पैनल में सम्मिलित किये जाने हेतु शासन से अनुरोध किया जायेगा । साथ ही इंडस्ट्रियल इस्टेट में बफर जोन बनाने का सुझाव सराहनीय है तथा इस पर कार्यवाही सुनिश्चित करवाई जाएगी । क्षेत्र को विकसित करने के लिये चरणबद्ध प्रणाली सिडकुल द्वारा विश्वविद्यालय के सहयोग से निर्धारित की जायेगी तथा जो भूमि तुरन्त सिडकुल को नहीं चाहिए उस पर विश्वविद्यालय बीज उत्पादन करता रहेगा ।

सीवरेज ड्रेनेज के सम्बन्ध में जो चर्चा की गयी वह महत्वपूर्ण है तथा विश्वविद्यालय द्वारा सिडकुल से मिलकर इस बिन्दु को 'अपफ्रन्ट इश्यू फ्लेग' किया जायेगा और इसके लिये सरकार से कार्यवाही करने के लिये अनुरोध किया जायेगा । यहां यह भी मत व्यक्त किया गया कि शासन ने विश्वविद्यालय को 11 हार्टिकल्चर के अनुसंधान केन्द्र हस्तान्तरित किये हैं तथा विभिन्न शोध केन्द्र स्थापित करने के लिये शासन विश्वविद्यालय को भूमि उपलब्ध करायेगा । इस योजना के तीनों पक्ष मिलकर अध्ययन करेंगे कि जो उद्योग यहां लगाये जा रहे हैं उनमें बीज उत्पादन पर पर्यावरण का क्या प्रभाव पड़ेगा तथा सीवरेज एवं ड्रेनेज सिस्टम की क्या व्यवस्था होगी इसके लिये सिडकुल पूरी व्यवस्था करेगा ।

प्रबन्ध परिषद के सदस्यों के सुझाव कि इस बैठक के निर्णय को स्थगित रखा जाय के सम्बन्ध में अवगत कराया कि सरकार शीघ्रातिशीघ्र उद्योग स्थापित करना चाहती है और इसी लिए इस सम्बन्ध में यह बैठक बुलाई गयी है । इस बैठक से पूर्व इसी सम्बन्ध में दिनांक 18-10-2003 को मुख्य सचिव की अध्यक्षता में बैठक हुई ।

अन्त में "प्रबन्ध परिषद द्वारा विचारोपरान्त वित्त समिति की संस्तुति के अनुसार पारित किया गया कि औद्योगिक क्षेत्र की स्थापना हेतु विश्वविद्यालय फार्म की 3339 एकड़ भूमि स्टेट इण्डस्ट्रियल डेबलपमेंट कारपोरेशन को निम्न प्राविधानों के अन्तर्गत हस्तान्तरित किये जाने की स्वीकृति प्रदान की जाती है :

1. उपरोक्त भूमि के अधिग्रहण के एवज में ₹0 55.00 करोड़ सिडकुल द्वारा पंतनगर विश्वविद्यालय को उपलब्ध कराये जायेंगे जिसका एक कार्पस फण्ड बनाया जायेगा ।
2. सिडकुल द्वारा अग्रिम धनराशि (वयाना) आपसी सहमति के आधार (जिसमें सिडकुल, विश्वविद्यालय एवं सम्बन्धित विभाग सम्मिलित होंगे) पर भूमि का कब्जा लेने के समय उपलब्ध करायी जायेगी ।
3. अवशेष धनराशि दोनों पक्षों की आपसी सहमति से एक निश्चित अवधि के अन्तर्गत चरणबद्ध रूप में सिडकुल द्वारा उपलब्ध करानी होगी । इस धनराशि में वकाया के सापेक्ष अर्जित होने वाला चक्रवृद्धि ब्याज 6.25 प्रतिशत की दर पर प्रतिवर्ष भी देय होगा जिससे ₹0 55.00 करोड़ का कार्पस फण्ड बना रह सके एवं विश्वविद्यालय फार्म के आवश्यक वेतन भत्तों आदि का भुगतान सदैव किया जा सके ।
4. इस प्रक्रिया के लिये पंतनगर में नवम्बर के प्रथम सप्ताह में सिडकुल एवं विश्वविद्यालय के अधिकारी आपस में बैठकर कार्यप्रणाली (Mondus Operandi) तय करेंगे तथा उस पर कुलपति, सचिव औद्योगिक विकास, प्रबन्ध निदेशक, सिडकुल एवं सचिव कृषि निर्णय लेंगे ।

यह भी पारित किया गया कि पूर्व में जो जसपुर से भीमताल तक औद्योगिक क्षेत्र घोषित किया गया था उसमें अधिकांशतः उद्योग बन्द पड़े हैं, अब पंतनगर में जो नये उद्योग लगाये जायेंगे, वे एग्रोवेस्ड हों । इनमें स्थानीय लोगों को रोजगार मिले । जो भूमि उद्योग विभाग को दी

जा रही है उसे चरणबद्ध रूप में दिया जाय जिससे बीज उत्पादन का कार्य खाली पड़ी जमीन पर होता रहे । वहां जो वृक्ष लगे हैं, उन्हें यथासम्भव काटा न जाय ।

सिडकुल, शासन एवं विश्वविद्यालय के वैज्ञानिकों का एक पैनल बनाया जाय जो वहाँ स्थापित होने वाले उद्योग से होने वाले पर्यावरण प्रदूषण, सीवरेज एवं ड्रेनेज सिस्टम आदि का अध्ययन कर इसका निवारण करें इसके लिए पूरी व्यवस्था सिडकुल द्वारा की जायेगी । यह भी पारित किया गया कि उद्योग स्थापित करने हेतु विश्वविद्यालय की भूमि चरणबद्ध तरीके से सिडकुल को उपलब्ध करायी जाय । इस सम्बन्ध में विश्वविद्यालय स्तर से एक पत्र शासन एवं सिडकुल को आवश्यक कार्यवाही हेतु प्रेषित किया जायेगा ।

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OFFICE OF THE INTERNET CELL
G.B. PANT UNIVERSITY OF AGRICULTURE & TECHNOLOGY, PANTNAGAR

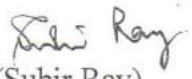
No.- Internet cell/157
Dated: 22-04-2004

Mr. Rughbir Lal
Sr Manager-CS
CMC Limited
New Delhi – 1100 001, India

Sub: Final Agreement on AMC of LAN and Networking equipments/Installations at Pantnagar

Dear Sir,

Please find enclosed herewith a signed copy of ~~an~~ agreement papers from the competent authority of the University pertaining to **AMC of LAN and Networking Equipments/Installations** at G.B.Pant Univ. of Agr. & Technology., Pantnagar for the financial year 2004-05

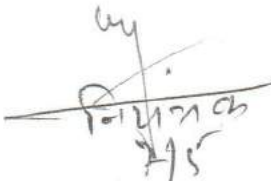

(Subir Ray)
Co-ordinator Internet Cell

Encl: A Set of Agreement Copy

COORDINATOR
INTERNET CELL

CC :

- ✓ 1. Comptroller
2. Officer Incharge Store & Purchase
3. Jitendra Joshi, Senior IT Engineer Posted at Pantnagar

21/4/04
21/4/04
by

21/5

4629

OFFICE OF THE INTERNET CELL
G.B. PANT UNIVERSITY OF AGRICULTURE & TECHNOLOGY, PANTNAGAR

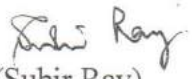
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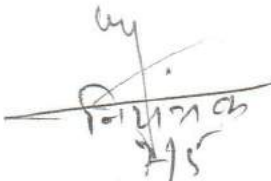

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21/4/04
21/4/04
by

21/5

Agreement between GBPUA&T, Pantnagar and CMC Ltd.

for

AMC of Networking Equipments/Installations

1. CMC limited (hereinafter referred to as "CMC") shall maintain the following multi-branded networking equipments. on terms and conditions hereinafter mentioned. Subsequent annexure for additions of machines shall be subject to terms and conditions of this agreement.

i.	Mail Server	: 1 No.
ii.	Proxy Server	: 1 No.
iii.	Router	: 1 No.
iv.	Leased Line Modems	: 2 No
v.	Fast Ethernet Media Converter with Patch cords	:15 No
vi.	24 Port 10/100 Mbps unmanabeable switch	:20 No
vii.	16 Port 10/100 Mbps unmanabeable switch	:17 No
viii.	8 Port 10/100 Mbps unmanabeable switch	:30 No
ix.	16 Port 10/100 base TX/FX unmanabeable switch with two 100 FX- module	: 1 No.
x.	12 Port Hub	:10 No
xi.	Fiber Optics Termination Components	

2. TERMS OF AGREEMENT

- 2.1 This agreement shall remain in force for one year from the date of commencement i.e. ~~26.3.2004~~ 1.4.04 to 31.3.05 any
- 2.2 Before taking the machines under the agreement, acceptance test will be carried out by CMC in the presence of a representative of the customer. Criteria for acceptance and time duration for the test would be detailed out by CMC and the customer concerned.

3. MAINTENANCE

- 3.1 CMC shall provide maintenance service from 9.00 a.m. to 6.00 p.m. (Monday through Friday) to keep the machines in good working order. The urgent calls will be attended on Saturdays, excepting Central Govt. holidays. The CMC shall establish a modus operandi of contacting their service personnel during 9 a.m. to 6 p.m. However it will be desirable that at least one of their engineers is present in the ARIS Cell each day during working hours to look after any exigency. The service consists of preventive and corrective maintenance and include carrying out of the necessary repairs and fitting of replacement parts. CMC would maintain a reasonable stock of spares for carrying out the preventive and corrective maintenance. In any case CMC would repair any defective part and replace it within a week's time. Replaced part become the property of CMC.

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Signature
COORDINATOR
INTELLIGENCE

CMC shall provide maintenance support for total connectivity of LAN covering physical and logical connectivity with the existing cabling components and communication software. Regular preventive maintenance of the system like Disk space, Network problems". The maintenance service does not include:

- a. Electrical work external to the machines or maintenance of accessories, attachments, machines or other devices not covered under the agreement.
- b. Repair of damage resulting from transportation, neglect or misuse, or failure due to electrical, air conditioning problem.
- c. Furnishing platens, supplies or accessories, painting or refinishing material therefore, making specification changes or performing service connected with relocation of machines, or adding or removing accessories, attachments of other devices, Physical damage to fiber and UTP cables etc.
- d. Magnetic media like magnetic disk packs, cartridges diskettes, magnetic tapes, tape cartridge and cassettes, floppy diskettes. However hard disk shall be included in the maintenance one agreement.
- e. Accessories like spools, take up reels, containers, straps, write-protect rings etc. Stationary items including carbon papers and paper tapes.
- f. Consumable like print bands, ribbons, display wheels, ribbon cartridges, ink, electronic prints heads, plotter pens, transparency films, cleaning kits and other consumables.
- g. Power cables for all units, laser printer drum, tones.

4. PAYMENTS :

- 4.1 Maintenance charges shall be invoiced by CMC in advance for a period of 3 months at a time and payment shall be made to CMC before commencement of the relevant 3 months period.
- 4.2 If any payment remains outstanding for more than 60 days from the due date, CMC shall without prejudice to all its other rights and remedies, have the right to withhold the maintenance service without notice.

5. CHARGES :

- 5.1 If carrying out of the repairs or fitting of replacement are necessitated by the customer's or any third party's fault, CMC shall be entitled to make an additional charges and/or to refuse the maintenance service agreed to be rendered under this Agreement.



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COORDINATOR
INTELL CELL

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- 5.2 The charges specified are in respect of the features installed on the machine the date of commencement of the agreement. Additional charges shall be made on features installed subsequently.

6. CARE OF THE EQUIPMENT :

- 6.1 The customer at his own expense shall give CMC full access to the equipment to enable CMC to provide maintenance service, make available to the representative of CMC appropriate customer staff who are familiar with the customer's programmes and provide suitable working space and facilities and suitable safe storage for maintenance equipments and spare parts.
- 6.2
- a. No equipments and parts thereof shall be moved except by CMC or with CMC written consent.
 - b. Where CMC consent to the movement of the equipment , CMC alone shall be entitled to move the equipment or any part thereof from the place of original installation to a different location and place, if so desired by the customer, provided 30 days written notice is given on that behalf by the customer to CMC.
 - c. All cost charges and expenses in respect of moving the equipment or any parts thereof including costs, charges ad expenses for dismantling , reinstallation , testing and commissioning shall be payable by the customer.
 - d. Maintenance charges during the period of movement of the equipment or any part thereof shall continued to be paid by the customer. CMC will be entitled to revise its maintenance charges to include the additional cost of providing maintenance service at the location to which the equipment is moved.

7. ASSIGNMENT :

The customer shall not assign the agreement or any part thereof or any benefit thereunder without CMC's written consent.

8. ARBITRATION :

Any dispute arising in process of the tender the matter shall be reffered to the sole arbitrator who in such cases shall be the Vice Chancellor GB..Pant University of Agr. & Technology, Pantnagar whose verdict shall be binding on both the parties.

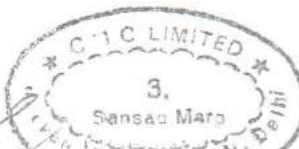
9. EXEMPTIONS :

CMC shall not be responsible for failure to render service due to causes beyond its control.

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COORDINATOR
INTEREST CELL

10. THE AGREEMENT :

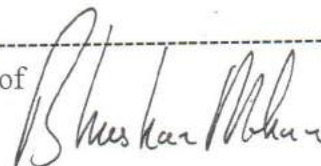
- 10.1 This document together with any attachment hereto signed by both parties shall constitute the entire binding agreement between CMC and the customer.
- 10.2 Customer represents that he is the owner of the machines subject to his agreement or if not the owner that he has authority to enter into this agreement. CMC will have option to terminate the agreement in case of change of ownership of the machines or in cases to have the authority under which he entered into this agreement.
- 10.3 The forgoing terms and conditions shall prevail notwithstanding variations contained in terms and conditions of any order or other document submitted by the customer unless such variations have been specifically agreed upon in writing by CMC.

Please mention the equipment specified in this agreement in accordance with and subject to the terms and conditions mentioned above

CMC agrees to maintain the equipment specified in this agreement in accordance with and subject to the terms and conditions mention above

Signed on behalf of
Customer by

Signed on behalf of
CMC by



Name

Name

BHUSHAN MOHAN

General Manager

Title

Title

CMC Limited

Jeevan Vihar Bldg. II Floor

Place

Place

3, Sansad Marg, New Delhi - 110 001

Date

Date

Authorised Signature

Authorised Signature



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

CMC Limited

(Incorporated in India)

Jeevan Vihar, 3, Sansad Marg, New Delhi

Registered Office : CMC Centre,
Old Bombay Highway, Gachibowli
Hyderabad 500 133, India.

Bhushan
COORDINATOR
INTERNET CELL

Ankur

Mohm

Dr. Ravi

Annexure

- | | | |
|-------|--|---------|
| i. | Mail Server (Silicon Graphics -Indy) | : 1 No. |
| ii. | Proxy Server (Sun Ultra -10) | : 1 No. |
| iii. | Router (D-link, DI-1162) | : 1 No. |
| iv. | Leased Line Modems (D-link , DLM-2000) | : 2 No |
| v. | Fast Ethernet Media Converter (Allied Telesyn) | |
| | with Patch cords | :15 No |
| vi. | 24 Port 10/100 Mbps unmanabeable switch (Allied Telesyn) | :20 No |
| vii. | 16 Port 10/100 Mbps unmanabeable switch (Allied Telesyn) | :17 No |
| viii. | 8 Port 10/100 Mbps unmanabeable switch (Allied Telesyn) | :30 No |
| ix. | 16 Port 10/100 base TX/FX unmanabeable switch (Allied Telesyn) | |
| | with two 100 FX- module | : 1 No. |
| x. | 12 Port Hub (Allied Telesyn) | :10 No |
| xi. | Fiber Optics Termination Components | |

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Coordinator
INTERNET CELL



This **DEED OF ASSIGNMENT** made the 26th April, 2004 between the G B Pant University of Agriculture & Technology, (hereinafter called 'GBPUAT'), having its registered office at pantnagar, Distt Udham Singh Nagar UP – 263 145 (hereinafter called the Assignor) of the one part, and the National Research Development Corporation, (a Government of India Enterprise), incorporated under the Companies Act, 1956 and having its registered office at "Anusandhan Vikas", 20-22, Zamroodpur Community Centre, Kailash Colony Extension, New Delhi – 110 048 (hereinafter called the Assignee) of the other part:

WHEREAS the said Assignor is the patentee on record of the Indian Patent No. 189 049 dated 29.3.2000 entitled "A process for preparing *salmonella vaccine*" (hereinafter called DEVELOPMENT).

WHEREAS the said Assignee is engaged in development and commercial exploitation of the Developments according to the memorandum of Association of the said Assignee.

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



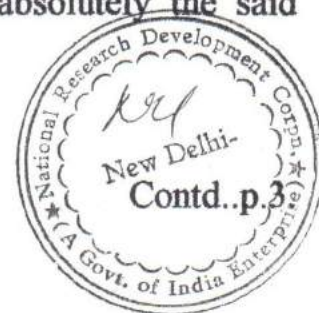


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AND WHEREAS according to the Memorandum of Association of the said Assignee, and the Memorandum of Agreement dated 26th April, 2004 entered into by ^{GBPUAT, army} ICIRE with the said Assignee, the said Developments is required to be assigned in favour of the above named Assignee, for further developments and commercial exploitation of the said Development.

NOW THIS DEED OF ASSIGNMENT WITNESSES that in pursuance of the said Memorandum of Association and in consideration the sum of Rupee one per Development paid by the said Assignee to the said Assignor, the receipt whereof the said Assignor hereby admits and acknowledges and also in consideration of the covenants and conditions contained hereunder be observed and performed on the part of the Assignor, do hereby and hereunder assigns unto the Assignee absolutely the said Development.

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AND THAT THE SAID ASSIGNEE hereby covenant with the said Assignor that the premium and royalties received by way of commercial exploitation of the said development will be shared in between the said Assignor and the Assignee in the ratio of 70% and 30% respectively. *key*

IN WITNESS WHEREOF our hands the day and year first above written

For and on behalf of
National Research Development Corpn
New Delhi

N. K. Sharma
N. K. SHARMA

Managing Director
National Research Development

Witnesses:

20-22, Zamrudpur Community Centre
Kailash Colony Extension, N. Delhi-48

1. *[Signature]*

Name: C. M. GAIND
Address: NRDC, New Delhi

2. *S. Chawla*

Name: Subodh Chawla
Address: NRDC, New Delhi

26-04-04
For and on behalf of
G B Pant University of
Agriculture & Technology, Pantnagar

Witnesses:

1. *[Signature]*

Name: D. C. THAPLIYA
Address: Registrar,

2. *[Signature]*

Name: BASANT RAM
Address: Director Expt Sta
CBPUAT, Pantnagar



Memorandum of Agreement (MOA)

This Memorandum of Agreement is entered into this 26th day of April, 2004 BETWEEN National Research Development Corporation, a Government Company, registered under the Companies Act, 1956, having its Registered Office at Anusandhan Vikas, 20-22, Zamroodpur Community Centre, Kailash Colony Extension, New Delhi-110048 (hereinafter called 'NRDC' which expression shall include its successors in interest/business and permitted assigns) of the one part and the G B Pant University of Agriculture & Technology having its office at Pantnagar, Distt. Udham Singh Nagar (Uttaranchal) (hereinafter called 'GBPUAT' which expression where the context so admits include its successors and permitted assigns and will include its constituents) of the other part.

WHEREAS, GBPUAT is promoting development of Agricultural based technologies in India including research and development in the field of agriculture at its research departments/ institutes through funding projects. As a

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result, a large number of technologies have been generated which have been or which can be transferred to private and public sector industries for commercial exploitation and for social benefits.

WHEREAS NRDC is a company established by the Government of India with the objectives, inter alia of promotion, development, licensing and commercial exploitation of indigenous technologies, knowhows and inventions, including the technical and engineering knowhows generated by various publicly funded R&D laboratories and institutions. Since its inception, NRDC has already transferred to industry and successfully commercialised a large number of technologies both at home and abroad.

WHEREAS GBPUAT and NRDC recognise the respective strengths of the two organisations and the fact that they are complimentary to each other and accordingly agree to cooperate in the development of technologies and their successful transfer to industry for commercial exploitation and socio-economic benefits.

Now therefore, in consideration of the promises and mutual covenants hereinafter contained, the parties hereto agree as follow:

1. Subject to the conditions hereinafter contained GBPUAT agrees to assign to NRDC on a case to case basis invention(s)/ process(es)/ product(s)/ technology(ies) free from encumbrances developed by GBPUAT including the patents/ designs/ copyrights/ trademarks relating thereto (where the invention/ process/ product/ technology has already

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been or shall be directly patented by GBPUAT), for the sole and absolute right of licensing and commercial exploitation by NRDC.

2. GBPUAT also agrees to provide NRDC, subject to Transfer of knowhow document with GBPUAT, technical and engineering knowhow relating to such invention(s)/ process(es)/ product(s)/ technology(ies) consisting of documented technical information on the mode of working and using the same by an industry, as may be necessary to commercialise the said invention(s)/ process(es)/ product(s)/ technology(ies) and associated patents /designs/ copyrights/ trademarks, by NRDC.
3. For processes licensed by NRDC, GBPUAT agrees to provide a demonstration of the invention/ process/ product/ technology to the licensee at GBPUAT on the laboratory scale or any larger scale on which the invention/ process/ product/ technology may have been developed by GBPUAT, within a reasonable time preferably 30 days of the date of signing of the licence agreement by the licensee with NRDC to familiarise appropriately qualified personnel of the licensee and provide expert assistance to the licensee for implementation of the licensed invention/ process/ product/ technology.
4. NRDC agrees to give wide publicity to the availability of the inventions/ processes/ products/ technologies assigned to it by GBPUAT for commercial exploitation and also agrees to generate necessary market data/profiles, prefeasibility, feasibility and project reports, to promote speedy and effective licensing and commercialisation of the said inventions/ processes/ technologies.



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G. B. Pant Institute of Public Administration

5. In consideration of the assignment, provision of technical information and documentation and technical services as aforesaid by GBPUAT, NRDC agrees to remit to GBPUAT 70% of the entire fees received by it from the licensees arising from the said commercial exploitation of the invention(s)/ process(es)/ product(s)/ technology(ies) of GBPUAT assigned to NRDC. The royalties payable to GBPUAT shall continue for a fixed period agreed between NRDC and the licensee, and NRDC will apply its well established and time tested methods of monitoring the extent of exploitation of the said invention(s)/ process(es)/ product(s)/ technology(ies), to ensure full and effective payment of royalties by the licensee concerned.
6. The premia and the royalty agreed upon by NRDC and the licensee and the period of licensing will be finalised by NRDC in consultation with GBPUAT.
7. In view of the cooperation provided for under this Memorandum of Agreement, NRDC agrees to advise GBPUAT and render all possible assistance to GBPUAT to protect inventions/ processes/ products/ technologies which GBPUAT assigns or proposes to assign to NRDC, by filing patent or design or copyright or trademark application(s) whichever is relevant or a combination thereof in India, for licensing on the agreement that when the said patent(s)/ design(s)/ copyright(s)/ trademark(s) is/are registered, GBPUAT would assign those patent(s)/ design(s)/ copyright(s)/ trademark(s) to NRDC for commercial exploitation.



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Pantnagar, Dist. P. N. B. Nagar)

8. NRDC agrees to bear all the expenses in obtaining the patent(s)/ design(s)/ copyright(s)/ trademark(s) in India on the invention(s)/ process(es)/ technology(ies) assigned to NRDC.
9. In case the patent(s)/ design(s)/ copyright(s)/ trademark(s) is/are to be taken in any foreign country, the expenses for the same will be shared between GBPUAT and NRDC in the ratio of 50:50. The countries, in which the product(s) or the process(es) is/are to be patented, will be decided through mutual discussions between NRDC and GBPUAT. All incomes accruing from licensing to industry of such patent(s)/ design(s)/ copyright(s)/ trademark(s), shall be shared between NRDC and GBPUAT as per clause 5 of this MOA after NRDC has recovered the expenditure incurred or likely to be incurred by it on such patent(s)/ design(s)/ copyright(s)/ trademark(s) taken in any foreign country.
10. NRDC agrees to maintain at its own expense, subject to commercial viability and after mutual consent, all patent(s)/ design(s)/ trademark(s) obtained in India relating to invention(s)/ process(es)/ product(s)/ technology(ies) assigned to NRDC, whether such patent(s)/ design(s)/ trademark(s) and associated process(es) has/have been licensed by NRDC or not.
11. NRDC, after due consultation with GBPUAT on case to case basis, hereby agrees, in case of revocation proceedings against a patent/ design/ trademark assigned to it by GBPUAT, to protect the title of the said

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



and in such a case, the expenses will be shared between NRDC and GBPUAT in the same ratio as given in clause 5 of this MOA.

12. NRDC agrees to take all measures in its control to oppose Indian patent / design/ trademark application(s) filed by other parties which application(s) may be detrimental to the invention/ process/ product/ technology assigned to NRDC by GBPUAT and GBPUAT agrees to provide NRDC all assistance in this regard.
13. In the event of any of the aforesaid patents/ designs /copyrights/ trademarks assigned to NRDC being infringed and NRDC initiating or instituting any legal proceedings, after due consultation with GBPUAT, to prevent such infringement, GBPUAT agrees, if so required by NRDC, to render all assistance to NRDC. The expense in this regard will be shared between NRDC and GBPUAT in the same ratio as given in clause 5 of this MOA.
14. In case NRDC does not commercialise the assigned invention (s)/ process(es)/ product(s)/ technology(ies) within five years from the date of signing this Memorandum of Agreement with GBPUAT, the parties shall meet and decide on the further course of action and, if there are no immediate prospects of commercialisation, the assigned technologies shall be reassigned to GBPUAT and NRDC shall not use or share with third parties the information relating to such technologies in any manner whatsoever, thereafter.

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15. If either party fails to fulfil its respective obligations as set out in the previous clauses of this MOA, both parties shall urgently consult one another with a view to correcting the default by the party concerned. If even thereafter the default is not rectified by the defaulting party, the other party may terminate this MOA by giving thirty (30) days notice in writing to the defaulting party provided that such termination shall not affect the rights of the parties to MOA which have been accrued prior to such termination.

16. Upon such termination as set out in Clause 15:

- (i) The licence(s) granted by NRDC shall continue for the period agreed between NRDC and the licensee(s) concerned. Thereafter such Technologies assigned to NRDC shall be reassigned to GBPUAT. NRDC also agrees not to grant any further licence(s) of the commercialised Technologies to any further party(ies). All amounts accrued for payment to GBPUAT by NRDC on the date of termination shall be paid within thirty (30) days of such termination. As for payment accruing thereafter from such commercialised Technologies in respect of which licence(s) have already been granted by NRDC and subsisting on the date of termination of this MOA, NRDC will continue to remit them to GBPUAT as if the MOA is in full force and effect; and
- (ii) The Technologies assigned to NRDC by GBPUAT, which have not been commercialised by NRDC, shall stand withdrawn and shall be reassigned to GBPUAT. Thereafter NRDC shall not use or cause

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other parties to use documents of such Technologies in any manner whatsoever.

17. In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Deptt. of Public Enterprises to be nominated by the Secretary, Govt. of India, incharge of Bureau of Public Enterprises. The Arbitration Act, 1940 shall not be applicable to the arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party agreed by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt. of Legal Affairs, Ministry of Law & Justice, Govt. of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

18. This Memorandum of Agreement is valid for five years from the date of signing but may be extended for further periods by mutual agreement.

19. This Memorandum of Agreement shall become effective on and from the date it is signed.

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



IN WITNESS WHEREOF, both the parties herein set their respective hands on the day, month and year first above written in the presence of following witnesses at New Delhi.

N. K. Sharma

N. K. SHARMA
(N.K. Sharma)
Managing Director
National Research Development
Corporation
20-22, Zamrudpur Community Centre
Kirti Colony Extension, N. Delhi-48
New Delhi

u
anurag
(Ms Krishna)
Comptroller
G.B. Pant University of Agriculture
and Technology
Pantnagar

WITNESSES

1. *[Signature]*
Name: **C. M. GAIND**
Address: **NRDC, New Delhi**

2. *S. Chawla*
Name: **SUBODH CHAWLA**
Address: **NRDC, New Delhi**

WITNESSES

1. *[Signature]*
Name: **D. C. THAPLIYAL**
Address: **Registrar
G.B. Pant U. A. & T.
Pantnagar**

2. *[Signature]*
Name: **BASANT RAM**
Address: **Director Expt. Sta
GBPUAAT, Pantnagar**



TO HAVE AND TO HOLD the demised premises upto the Milk Parlier for the term 3 years be computed from the day 14-7-2004 with the option of renewing the lease for 3 years. Further periods of year each on the same terms and conditions YIELDING AND PAYING THERE FOR UPTO THE lessor(s) the monthly rent Rs. 700⁰⁰ per months which will come to Rs. 7.00 per month per sqft.

AND advance equivalent to 12 months rent will be paid by the by the Dugedh Utpadak Sahakari Sangh Ltd. Rudrapur to the university.

(1) The Dugedh Utpadak Sahakari Sangh Ltd. Rudrapur hereby covenants with the lessor(s) in manner following that is to say :-

- (a) That the Dugedh Utpadak Sahakari Sangh Ltd. Rudrapur will pay or cause to be paid to the lessor(s) the monthly rent hereby reserved at the time hereinbefore appointed for payment thereof.
- (b) That the Dugedh Utpadak Sahakari Sangh Ltd. Rudrapur will pay or cause to be paid the water and electricity consumption charges properly payable by the Dugedh Utpadak Sahakari Sangh Ltd. Rudrapur in respect of the said premises.
- (c) That the Dugedh Utpadak Sahakari Sangh Ltd. Rudrapur shall not make any temporary/ permanent structural addition or alterations to the demise premises without the consent in writing of the lessor(s) but such consent shall not be



THIS INDENTURE MADE THE 22nd
day of September Two thousand four

BETWEEN G.B.PANT UNIVERSITY OF AGRICULTURE AND TECHNOLOGY PANTNAGAR (UDHAMSINGH NAGAR) (hereinafter referred to as "The Lessor(s)" which expression shall where the context admits include him/them and his/their heirs executors, administrators, representatives, successors and assigns) of the one part and the Udhamsingh Nagar Dugedh Utpadak Sahakari Sangh Ltd. Rudrapur, U.S. Nagar (Uttaranchal) (hereinafter referred to as "The Dugedh Utpadak Sahakari Sangh Ltd Rudrapur" which expression where the context so admits of the other part WITNESSETH that in consideration of the rent hereinafter reserved and the covenants and agreements hereinafter contained and on the part of the Dugedh Utpadak Sahakari Sangh Ltd. to be observed and performed, the lessor(s) hereby demises/demise and lease up to the Dugedh Utpadak Sahakari Sangh Ltd. all that mesu^gage or tenement and premises known as Milk Parlier premises situated in Pantnagar bearing Municipal no. and belonging to the lessor (s) containing an area of 100 Sqft. (plinth) more particularly described in the schedule appended and shown in the plan attached hereto with all rights, easements, liberties, appendages and appurtenances thereunto belonging (hereinafter) referred to as the demises premises)

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PANTNAGAR-263145 (U. S. Nagar)

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reasonably withheld in the case of such additions/ alterations as shall be necessary or required by the Dugedh Utpadak Sahakari Sangh Ltd. Rudrapur for the purpose of carrying on its Milk Parlier.

(d) That the Dugedh Utpadak Sahakari Sangh Ltd. Rudrapur shall not assign or sublet the demises premises or any portion thereof without the previous consent in writing of the lessor(s), but such consent shall not be withheld in the event of the Dugedh Utpadak Sahakari Sangh Ltd. Rudrapur deciding to close or downgrade Milk Parlier before the expiry of the lease period, provided that the occupation of the demises premises by the Dugedh Utpadak Sahakari Sangh Ltd. Rudrapur guards and other staff shall not amount to such assignment or subletting.

(e) That the Dugedh Utpadak Sahakari Sangh Ltd. Rudrapur will at the expiration or earlier determination of the said term or any extension thereof peaceably and quietly yield and deliver up possession of the demised premises to the lessor(s) in the condition as they now are subject to performance by the lessor(s) of the covenants Dugedh Utpadak Sahakari Sangh Ltd. Rudrapur hereinafter contained and subject also to changes caused to the demised premises by fair, wear and tear and damage rain, fire, earthquake, riot, civil commotion, cyclone, tempest, flood, violence of any army or mob or other irresistible force or etc. or God but this condition shall not be construed to render the Dugedh Utpadak Sahakari Sangh Ltd. Rudrapur liable to do any repairs of any kind to the demises premises.

(f) No house sing facility will be provided by the university to staff of Dugedh Utpadak Sahakari Sangh Ltd. Rudrapur.

II. The lessor(s) hereby covenants/ covenant with the Dugedh Utpadak Sahakari Sangh Ltd. Rudrapur in manner followings :-

- (a) The lessor (s) has /have good right. title and power to grant this lease of the demised premises to the Dugedh Utpadak Sahakari Sangh Ltd. Rudrapur.
- (b) That the Dugedh Utpadak Sahakari Sangh Ltd. Rudrapur paying the monthly rent hereby reserved and observing and performing the covenants and conditions herein contained and on its part to be observed and performed shall and may peaceably and quietly hold, possess and enjoy the demised premises together with the fixtures, fittings and other appurtenance during the said term without

any interruptions or disturbance from or by the lessor(s) or any other person or persons lawfully claiming any estate right, title or interest in or to the demised premises or any part thereof.

- (c) That the lessor(s) will during the said term regularly and punctually pay or cause to be paid and discharge all taxes, rents, rates, charges and assessments and outgoings which shall or may be payable in respect of or charges upon the demises premises whether the same shall be imposed or assessed by the Government, local authority or otherwise and that in the event of any loss or damage arising to the Milk Parlier by the non payment or any of these dues the lessor (s) will at all time indemnify the Dugedh Utpadak Sahakari Sangh Ltd. Rudrapur from all such loss or damage.
- (d) That the lessor(s) will comply with at his/ their own cost all requirements and regulations of the Municipality and/ or other appropriate authority concerning the demised premises and will keep the Milk Parlier indemnified against any breach or consequences thereof.
- (e) That the lessors(s) will during the said term keep at his/their own expenses the demised premises excluding the additions there to erected and made by the Dugedh Utpadak Sahakari Sangh Ltd. Rudrapur in pursuance of the provisions of clauses I(C) herein before appearing wind and watertight and immediately on receiving intimation in that behalf from the Dugedh Utpadak Sahakari Sangh Ltd. Rudrapur execute and do all repairs to the said premises and to the lessor(s)/ Lessor(s) fixtures, electric/sanitary fittings, electric/ water main taps, hand pumps etc. The lessor(s) will also annually execute through repairs, white/ colour washing painting/ varnishing to the said premises.
- (f) When electric wiring/fittings, water pipe line, hand pumps, sanitary fittings underground sewers are rendered unserviceable, these will be replaced by the lessor(s) at his/their cost.
- (g) If the lessor(s) neglects or fails/neglect or fail to pay any tax assessed on the demised premises, vide clause II(C) or to carryout any work mentioned in clause II(e) and (f) above within a reasonable time after due notice is given by the Dugedh Utpadak Sahakari Sangh Ltd. Rudrapur to the lessor(s) to that effect, the Dugedh Utpadak Sahakari Sangh Ltd. Rudrapur shall be at liberty to have the tax paid and the work executed as the case may be and deduct the tax and/or the cost, even if it exceeds one month rent in a year, from the rent payable to the lessor(s)

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PANTNAGAR 201, 202 & 203 (Gt.)

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under these presents and if there is any balance after such deduction to recover such balance from the lessor(s).

- (h) If the lessor(s) neglects or fails/neglect or fail to comply with the requirements/regulations of the Municipality and or other appropriate authority concerning the demised premises, vide clause II(d) and in consequence thereof if the Milk Parlier suffers any loss or damages the Dugedh Utpadak Sahakari Sangh Ltd. Rudrapur shall have the right to deduct such loss or damage from the rent and if the rent is insufficient, to recover the balance from the lessor(s)
- (i) That the Dugedh Utpadak Sahakari Sangh Ltd. Rudrapur shall be at liberty to remove at any time all material employed in the construction of their counters, doors, safes, steel fittings, expanded metal compartments, partitions, railings, temporary structures of any kind, furniture, electric installations/fittings and other fixtures which may have been brought in, fixed, installed or erected by the Dugedh Utpadak Sahakari Sangh Ltd. Rudrapur in the demised premises prior to or during the continuance of the said term.

(II) That the Dugedh Utpadak Sahakari Sangh Ltd. Rudrapur shall have the option of renewing the lease of the demised premises at the expiry of the present term hereby granted for 3 years further periods of 3 years each at the revised rent @ 33% increased for each 3 years after the adjustment of advance for construction of Milk Parlier and on the same terms and conditions as contained in this lease provided due notice thereof is given to the lessor(s) or left at his/their last known address and the lessor(s) will at the request of the Dugedh Utpadak Sahakari Sangh Ltd. Rudrapur forthwith execute and deliver to the Dugedh Utpadak Sahakari Sangh Ltd. Rudrapur a new lease of the demised premises at increased rent @ 33% for each 3 years.

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G. B. Pant Univ. of Agric. & Tech.
PANTNAGAR 263145

Manager

SIGNED AND DELIVERED
BY THE SAID

in the presence

SIGNED AND DELIVERED BY

Dugedh Utpadak Sahakari Sangh Ltd. Rudrapur

FOR AND ON BEHALF OF THE

Dugedh Utpadak Sahakari Sangh Ltd. Rudrapur ✓

THE SCHEDULE OF PROPERTY REFERRED TO ABOVE.

all the piece of parcel of land with the buildings erected thereon belonging to the leaseor(s) known as situated in bearing Municipal No. N.A. Bound ----

on the East by
on the west by
on the North by
on the South

Drain & Road
open land
open land
Approach Road to market

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MoU

Multi Commodity Exchange of India Ltd.
and

G.B. Pant University of Agriculture & Technology

MCX-GBPUAT MoU

Memorandum of Understanding between Multi Commodity Exchange of India Ltd. and G.B. Pant University of Agriculture & Technology.

This Memorandum records the following understandings reached in discussions between Multi Commodity Exchange of India Ltd. ("MCX"), an Indian Company having its corporate office at Malkani Chambers, 1st Floor, Off. Nehru Road, Vile Parle (East), Mumbai 400099 "MCX") and G.B. Pant University of Agriculture & Technology (GBPUAT), the first University in India to blend technology, situated at Pantnagar, District Udham Singh Nagar, Uttaranchal -263145.

MCX and GBPUAT are referred to jointly herein as “the Parties” and severally as a “Party” to this MoU.

Multi Commodity Exchange of India Ltd. (MCX) is an infrastructure company with responsibility of providing nation-wide market system for price discovery and price risk management in commodities for a delivery in future. This futures market has been initiated on the Mandate of the Government of India to revive the Futures Market Place in India using the most modern Technology and Management Practices.

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Strategic Partnership

MoU

Multi Commodity Exchange of India Ltd.

and

G.B. Pant University of Agriculture & Technology

**Multi Commodity Exchange of India Ltd.
1st Floor, Malkani Chambers
Off Nehru Road, Vile Parle (East)
Mumbai-400099**

**G.B. Pant University of Agriculture &
Technology, Pantnagar,
Udham Singh Nagar
Uttaranchal-263145**

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This MoU is being entered into by the MCX and GBPUAT to work together for the development of commodities market and to ensure that the advantages of an efficient futures market made available to the farmers at the grass root. Some of the major objectives to be accomplished by the two institutions collectively through this MoU are as follows:

1. MCX and GBPUAT will promote developments of the futures market in order to elevate the present fragmented and localized futures market to an efficient global level market.
2. MCX would establish agri-clinics and take the assistance of GBPUAT to create bilingual content for sharing with the farmers on agriculture, crop disease, input resource management, sowing details, harvest details, market prices, weather, irrigation, etc.
3. Develop necessary training package and use cost effective medium to create awareness on the use and benefits of futures market.
4. Impart training to the eco-system partners on use and advantages of futures market.
5. Conceptualize and implement a training programme for educating the farmers to use the futures market. A pilot project could be taken up in any of the area where GBPUAT is working for various extension programme. Develop grading for various commodities on the lines of international grading so that the standard grade could be traded on the futures market and suitable discount and premium rates could be defined for the sub-standard or premium grade commodity respectively.
6. Ensure that the information on functioning of MCX is reached to the eco-system partners through communication means utilized by GBPUAT.
7. Identify various NGOs, Cooperatives and other government and non-government institutions functioning in the rural sector could be included in popularizing the futures market at the grass root level.
8. Identify means and mechanism to involve the district headquarters, block development offices and other agriculture extension programme which could distribute information on commodities prices across the country.
9. On priority a pilot programme could be initiated for futures trading in Basmati Rice as follows:
 - a. Grade various qualities of Basmati Rice and identify standard quality with specifications which could be traded on the futures market and also to identify few more varieties superior or inferior standard variety which could be delivered at premium or discount to the standard commodity respectively.
 - b. Identify the district under the extension programme of GBPUAT whereby the farmers of the district may be able to effectively use the price information of the futures market to buy or sell the Basmati Rice.
 - c. Device a training manual / literature to educate the farmers in that district on use of futures market. Use different techniques to popularize utilization of futures market by farmers.
 - d. Associated banks, promoters, warehouse, exporters, industry, millers and farmers to work collectively in meeting the needs of eco-system partners in Basmati Rice.

P. Mishra
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- e. Apply the pilot plan to rest of the country with the assistance of Government wherever possible and involving eco-system partners where necessary.

Apart from the general responsibilities envisaged for MCX and GBPUAT, the responsibilities involving both the parties are as follows:

In order to function effectively on the lines of Global Markets, MCX has to have an electronic fund transfer system and a very good warehousing system apart from state of the art technology for Trading, Clearing and Settlement. With a view to provide more effective delivery related service and various value added services to its users, MCX proposes to have in place a strategic alliance with a Agriculture University for better knowledge management and knowledge sharing.

This MOU will address the basic relationship, roles and responsibilities of the Parties hereto with respect to undertaking various activities for the mutual benefits.

1. PURPOSE

MCX and GBPUAT are engaged in the discussion for the purpose of a strategic alliance for various value added support activities to make the commodities eco-system of MCX more efficient. This MoU will not change the existing arrangements of MCX. For all future use specialized agriculture knowledge, MCX will work with GBPUAT and in case GBPUAT does not have such facility so that the business of MCX does not get affected and it could operate as per the guidelines of Forward Markets Commission.

RESPONSIBILITIES OF MCX

1. MCX will identify the appropriate district suggested by GBPUAT whether the prototype model will be implemented.
2. Make arrangements to share various information that may be required by farmers in pursuing agriculture activity so that the farmer may have the best knowledge based system and also access to the best market for selling his produce.
3. Coordinate with the eco-system partners like banks, warehouses, quality certifying agencies, importers, exporters, promoters, millers, processors, farmers to identify the needs of the market and to conceptualize the most optimum contract and trading, clearing and settlement system.
4. Conceptualize and document the business rules for trading and clearing and settlement in various commodities.
5. Coordinate with GBPUAT to assist them in grading of commodities and conceptualization of the prototype and share other information that may be required by them for creating an efficient futures market.
6. Provide necessary technical assistance for reaching the market at the grass root level and for sharing information.
7. Work with the Uttaranchal State Government and other institutions within the state government for harnessing the benefits of the futures market for various commodities growing in the state. This would also be replicated at national level.
8. Train the students of the GBPUAT in usage futures market by various eco-system partners.

P. Bhatnagar
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RESPONSIBILITIES OF G.B. PANT UNIVERSITY OF AGRICULTURE AND TECHNOLOGY

1. GBPUAT will identify the districts to be taken up for prototype suggested above.
2. Conceptualize training material for educating the farmers and their eco-system partners on the use of futures market and its functioning.
3. Use the extension programme of GBPUAT for sharing the concept for futures trading and the prototype for popularizing the use of this market by the farmers.
4. Assist MCX in grading of commodities on the lines of international grades and to also suggest requisite discounts and premiums based on the extent the commodity is inferior or superior respectively.
5. Provide various links of communication for reaching out the information on futures market amongst the farmers across the country.
6. Work with the Uttaranchal State Government and other institutions within the state government for _____.
7. Work towards the implementation of Model APMCs market and futures market.

2. ROLE AND RESPONSIBILITIES OF PARTIES

The parties hereto intend to undertake the following activities pursuant to this MoU"

2.1 MCX responsibilities would be to-

- 2.1.1 MCX would endeavour to provide the services detailed herein under its obligation on best effort basis, directly or indirectly.
- 2.1.2 MCX would use the services of the GBPUAT strategic team on the project, its committees and advisory boards.
- 2.1.3 Do all that is reasonable to achieve the broad purpose of this MoU outlined in Section 1 above.

2.2 GBPUAT responsibilities would be to -

- 2.2.1 GBPUAT would endeavour to provide the services detailed herein under its obligation on best effort basis, directly or indirectly.
- 2.2.2 GBPUAT would use the services of MCX team in designing an efficient and cost effective system.
- 2.2.3 Do all that is reasonable to achieve the broad purpose of this MoU outlined in Section 1 above.

2.3 Common responsibilities of MCX and GBPUAT

- 2.3.1 Both the parties would endeavour to work towards creating a globally efficient system to meet the needs of the commodities market in the spot market and futures market.

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2.3.2 MCX and GBPUAT purpose to create a National Level Clearing System for handling physical deliveries of commodities in the spot and futures market. This will be positioned as the globally dependable system to support domestic and international trade in commodities.

2.3.3 MCX and GBPUAT would jointly decide the progress plan in this initiative.

2.3.4 A joint paper would be prepared on the need for various commodities and its support requirement on a mutually acceptable schedule along with its implementation strategy.

2.5 The understandings set out in this memorandum are not intended to preclude the taking of any other steps to achieve the completion of the services.

3. TERRITORIES AND MARKETS COVERED

The partnership covers the Indian commodities market segment of India to support domestic and international trade spot and futures markets and may be extended to other territories by mutual consent.

4. COMMERCIALS

All commercial parameters of costs and income will be evaluated independently by the both organizations and wherever cost and income needs to be mutually shared then such initiatives would be decided by mutual consent.

5. TERMS AND TERMINATION

This Memorandum of Understanding will come into effect on the later of the signature dates listed below. Unless extended by a written document executed by both parties or terminated upon 15 days prior written notice to the other party during the term, this MoU shall terminate twelve (12) months from the effective date or to purpose of this MoU is accomplished/completed or a formal agreement recording the agreed terms and conditions is signed between the parties, whichever is earlier.

In the event of termination of this MoU, each party shall return to the other all confidential information and all other materials and data of the Disclosing Party within 30 days after the termination or expiry of this MoU and shall not retain any copies of the same.

All obligations of confidentiality, all terms relating to the ownership of intellectual property rights, all limitations and exclusions of liability, and all indemnities shall survive the expiry or termination of this MoU.

6. MISCELLANEOUS

In order to foster the successful completion of this MoU, the Parties will adhere to the following terms and conditions:

6.3 The Parties shall attempt to resolve disputes through good faith discussion.

6.4 During this cooling off period the either Party

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- 6.4.1 World not directly or indirectly solicit or take away the employees of the other Party.
- 6.4.2 Within seven (7) days of the withdrawal of either Party from this MOU, clear all dues, if any, owing to the other and pay them in full to the other Party within this period.

7 AMENDMENTS

The Parties may from times decide to any amendment to this MOU by mutual written consent only.

8. NDA and TREATMENT OF "IN CONFIDENCE" MATERIAL

MCX and GBPUAT intend to enter into Reciprocal Non-Disclosure Agreement (the "NDA") for the purpose of protecting the confidentiality of both parties confidential information. The NDA will be binding upon each party. Neither Party will disclose or distribute any information that is supplied, in any from whatsoever, by the originating Party, except as, and to the extent authorized, by the originating Party.

This MOU and the activities contemplated in the MoU shall be an exclusive understanding between the parties during the term of this MoU.

9. PRIMARY CONTACTS

The Parties intend that the work under this MoU shall be carried out in the most efficient manner possible. To that end the Parties intend to designate individuals that will serve as primary contacts between the Parties. The Parties intend that, to the maximum extent possible and unless otherwise approved by the other Party, all significant communications between the Parties shall be made through the primary contacts. The designated primary contacts for the Parties are listed in this MoU.

10. NOT A BINDING AGREEMENT

This MoU sets forth the current intensions of the parties with respect to the purpose stated in Section – 1 above, but in no way gives rise to any legal obligations other than confidentiality obligations set forth in any Non-Disclosure Agreement (NDA) between the parties, which are in no way superseded or otherwise affected by the terms of this MoU and will continue to govern the obligations of parties including confidentiality obligations associated with any proprietary information or documentation of the respective parties, and the subject matter of those other agreements.

This MOU does not create a joint venture or a legal partnership between MCX and GBPUAT. Nothing herein shall be construed to grant either MCX or GBPUAT the right to act as agent or make commitments of any kind on behalf of the other party without prior written consent of the other party.

Nothing in this MoU shall be deemed to require MCX to make available, any product or service.

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MCX and GBPUAT will each be solely responsible for all obligations and expenses that it may incur under this MoU.

MCX and GBPUAT may enter into a separate agreement with respect to the purpose stated herein.

11. NOTICES

All notices, requests and other communications hereunder must be in writing and shall be deemed to have been duly given only if delivered personally or by mail (by Regd. Post A/D.) to the recipient party at the address listed in the beginning of this MoU.

All such notices, request and other communication shall effective upon delivery. Either party from time to time may change its address or other information for the purpose of notices to that party by giving notice specifying such change to the other party.

12. FINANCIAL IMPLICATIONS

There will be no financial burden on the part of G.B. Pant University of Agriculture and Technology for implementation of collaborative programme with MCX

Multi Commodity Exchange of India Ltd.
1st Floor, Malkani Chambers
Off Nehru Road, Vile Parle (East),
Mumbai-400099

By: 

(Pradeep Mishra)
Manager

Date: 2/12/04

By signing this document, I also confirm that I am authorized to sign on behalf of MCX


G.B. Pant University of Agriculture and Technology, Pantnagar
Udham Singh Nagar, Uttarakhand

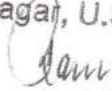

(Krishna Ronkaly)
Comptroller

Date:

By signing this document, I also confirm that I am authorized to sign on behalf of GBPUAT

Witness


Director Extension
G.B. Pant Univ. of Ag. & Tech.
Pantnagar, U.S. Nagar


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