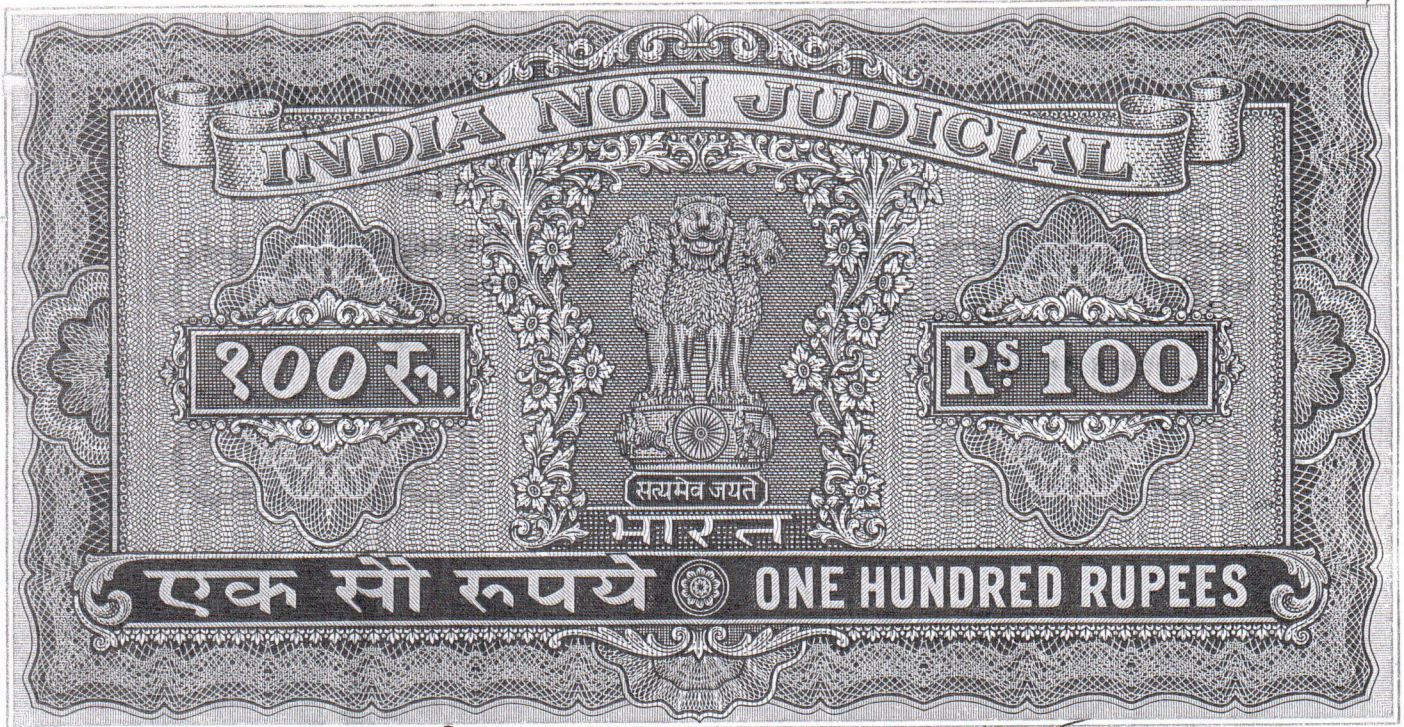


List of M.O.U's during the year 2005

| Sl. No | Reg. No | Date of M.O.U. | Particulars  |
|--------|---------|----------------|--|
| 1      | 4748    | 25-01-2005     | Between G.B.P.U.A.&T. Pantnagar & BSNL Sauchar Bhawan, New Delhi for Tower.  |
| 2.     | 4773    | 27-01-2005     | Between G.B.P.U.A.&T. Pantnagar & Human Resource Management Organisation for Economic Cooperation & Development. In respect of Dr. V.P.S. Arora & Dr. Rakha Saxena                                       |
| 3.     | 4873    | 20-12-2005     | Between Education Society / Manoj Committee, Campus School, Pantnagar, Bhartiya Vidyya Bhawan, Mumbai & G.B. Pant Univ. of Ag. & Tech. Pantnagar   |
| 4.     | 4875    | 21-12-2005     | Horticulture Joint-Venture Agreement between G.B. Pant Univ. of Ag. & Tech. Pantnagar and Genetic Biotech Seedlings for mass propagation and Marketing of Elite Planting Material of Horticultural crops |
| 5.     | 4876    | 21-12-2005     | M.O.U. for cooperation between Institute of Food Security (IFS) Gurgaon & G.B. Pant Univ. of Ag. & Tech. Pantnagar.  |



Agreement No. 504/PGR/II/2004-2005/12 Dated 25/01/2005

**FORM OF AGREEMENTS FOR LICENCE**

AN AGREEMENT MADE THIS Tuesday Day of 25<sup>th</sup> January Two Thousand Five BETWEEN **COMPTROLLER G.B.P.U.AGRICULTURE & TECHNOLOGY**. Pantnagar herein after called "the Licensor" (which expression shall include its successors, assigns, administrators, liquidators and receivers, wherever the context of meaning shall so require or permit) of the one part AND **THE BSNL**, a Government company incorporated under companies Act 1956 and having its registered office at Sanchar Bhawan New Delhi 110001 and also having inter alias one of its field unit/office at **GMTD (Nainital)** (hereinafter referred at BSNL of 'Licensee' license which expression shall include its successors assigns, administrators, liquidators and receivers wherever the context of meaning shall so require or permit) of the part.

**WHEREBY IT IS AGREED AND DECLARED AS FOLLOWS: -**

1A. Where the context so requires words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall wherever required include feminine gender and vice versa.

1B. In consideration of the rent hereinafter reserved and of the other conditions herein contained, the Licensor agrees to let out and the Licensee agrees to take on license the land, here ditaments and premises known as **Roof of University Library and One Room at Ground floor**, Pantnagar together with all buildings and erection fixtures and fittings, standing and being thereon building related services (External & Internal) (hereinafter called "THE SAID PREMISES") more particularly described in **SCHEDULE 'A'**

सहायक महाप्रबन्धक (प्रशा./नियोजन)  
कार्यालय महाप्रबन्धक भारत संचार निगम लि.  
इन्दौर-263141 (नैनीताल)

COMPTROLLER  
G. B. Pant Univ. of Agric. & Tech.  
PANTNAGAR-263146 (U. S. Nagar)

Estate Officer

1. The license shall commence/shall be deemed to have been commenced \* on the 13-8-2004 and shall subject to the terms hereof, continue for a term of three year (s) with an option to extend the period of license for a further term as set out in clause 17 hereof.
2. The license shall, subject to the terms hereof, pay gross rent in monthly arrears for the said premises at the rate of Rs. 2316.35 per month be exclusive. In the event of the license hereby created, being terminated as provided by these presents, the lessee shall pay only a proportionate part of the for the fraction of the current month up to the date of such determination. The monthly license fee is hereby agreed to remain fixed during the period of license of three years subject to clause 7. It is liable to revision, if any, after the expiry of the lease period provided that such revision shall not exceed 33% @ 11% per annum of the last rent paid at the time of such revision.
3. The said premises shall be deemed to the fixtures and fittings existing thereon as shown in schedule 'B' and the BSNL shall upon the expiration of the term hereby created or any renewal thereof and subject to clause 13 hereof yield up the said premises including fixtures and fitting in as good a condition as received fair wear and tear, damage by fire, act of god, riots or other civil commotion, PROVIDED THAT THE BSNL shall not be within the control of the BSNL excepted which may occur to the same during the term hereby created or any renewal thereof. The risk of any type of damages arising out of this agreement shall be covered at the cost of BSNL.
4. The BSNL shall be entitled to use the said premises for any lawful agree Telecommunication purpose which is not detrimental to the interest of the licensor
5. The BSNL shall have no right to sublet the whole or any part or parts of the said premises and shall be responsible for the full payment of rent for the period of license or extension thereof, if any, as se out in clause 2 hereinabove.
6. That the licensee shall pay all the rates or taxes service tax house tax, other charges, Assessments and out-goings imposed or payable to the Municipal Council or Government or any other local authority in respect of the said premises. In case the authorities increase their taxes or impose any new taxes at any later date, the same would be born by the lessee.

The licensor shall provide entry into the said premises to the maintenance staff of BSNL as per library rules during working hours only. Provided that in case of emergency, the entry in the said premises may be permitted by university librarian in view of the interest of the university.

7. That the BSNL shall pay all charges in respect of electric power, light water used in the said premises in accordance with the meters installed therein during the currency of the this agreement against bills raised by the appropriate authorities beginning from the date of taking over the demised possession of the said premises.

सहायक महाप्रबन्धक (प्रशा. / नियोजन)  
कार्यालय महाप्रबन्धक भारत संचार निगम लि.  
हरदोनी-268141 (नैनीताल)

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

Estate Officer

8. The licensee shall execute all the repairs required to keep the premises in sound condition. as the sound Engineering practices and also licensee agree to carry out.
9. The responsibility for registration/documentation of this, indenture would be that of the licensee and all expenses in that regard would be born by the licensee. The registration of this agreement should be got done by the owner within a period of three months from the date it is signed. One copy of the registered document would be supplied by the licensee to the licensor within 15 days of the registration thereof. The licensor represents and warrants that he/she are the absolute owner(s) of the premises and is/are fully empowered and authorized and able to execute this license deed and that he/she/they will hold the licensee free and harmless of any demands, claim, actions or proceedings by other in respect of quite possession of the premises.
10. The licensor have full powers, good title and absolute right to grant and demises this license in respect of the demised premises to the licensee as aforesaid and usefully keep the licensee indemnified in all from and against all or any defects in the title of the licensee and/or any non compliance of the Municipal or other statutory rules Orders, byelaws and regulations applicable for the construction and occupation or installations of the arrangements in respect of the said building including the demised premises and also against any part or parts thereof and for non-compliance, if any, of all municipal or other regulations or orders from time to time and which are to be observed and complied with by the licensor as owners of the said building.
11. That the LICENSEE shall be entitled to erect and fix up partition cubicles and other fixtures and fitting and meters in to or upon the said premises or any part thereof. However at the expiry of this licensee or extension, if any, the licensee will hand over vacant possession of the said premises in its normal condition after removing all and fixture installed by the LICENSEE.
12. The BSNL shall be released from paying any rent in respect of the whole or any such part of the said premises as might be rendered uninhabitable by fire, riots or other civil commotion enemy action and/or other causes, not within the control of the BSNL or acts of any Government or Municipal authority and in such case the BSNL, will not be liable to pay rent for the period during which the said premises remain unusable or sealed by the authorities concerned, or at its option the BSNL shall have power to terminate these presents forthwith without prejudice to its right to remove works, fitting, fixtures and machinery under clause 13 hereof.
13. If the BSNL shall be desirous of extending the license of the said premises, after the expiration of the term hereby granted, it will give a notice in writing to the licensor not less than one month before the expiration of the term hereby granted to the licensor. The licensor may renew the licensee for a period mutually agreed upon between the BSNL and the licensor in accordance with the covenants, agreements and conditions as in the present agreement including the present covenants for renewal.
14. The both parties shall be entitled to terminate the licensee at any time giving to the licensor a three-month advance notice in writing of its intention to do so.

सहायक महासचिव (प्रशा. / नियोजन)  
कार्यालय महासचिव भारत संघार निवास लि.  
हरदोली-263141 (मैत्रीताल)


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


Estate Officer

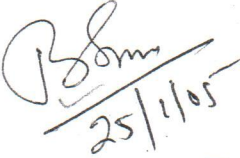
15. Any notice to be made or given to the BSNL under these present or in connection with the said premises shall be considered as duly given if sent by the licensor through the post by registered letter addressed to the office who signs this agreement on behalf of BSNL and a copy to the Head of BSNL. Field Unit/circle concerned and any notice to be given to the licensor shall be considered as duly given if sent by the licensee through the post by registered letter addressed to the licensor at their last known place of above. Any demand or notice sent by the registered post in either case shall be assumed to have been delivered in the usual course of post.
16. That in case of any dispute with regard to this LEASE AGREEMENT the same shall be subject to the jurisdiction of Courts at licensor and Indian Law shall be applicable. However during the tendency of the dispute, the licensee shall not stop payment of rent and other CHARGES if it is possession of the demised premises and other terms shall also continue to apply.
17. PROVIDED ALWAYS and it is hereby expressly agreed that if at any time there shall arise any dispute, doubt, different or question with regard to the interpretation or in respect of the right, duties and liabilities of the parties hereto or in any way touching or arising out of these presents or otherwise in relation to premises then every such dispute, difference, doubt or question (except the decision wherever is herein expressly provided for) shall be referred to the sole arbitration i.e. of Vice- Chancellor G. B. Pant University of Agriculture and Technology Pantnagar or any person appointed by him. It will be the term of agreement that either of the parties shall have no objection to any such appointment that the arbitrator so appointed is University employee and that he had to deal with the matters to which the agreement relates in the course of his duties as university employee to proceed with the reference from the stage at which it was left by his predecessor. The decision of the arbitrator shall be final and binding on the parties to this deal. No suit/writ will lie in any court of law against of order of sole arbitrator. The provisions of the Indian Arbitration act. 1996 or any statutory modification or re-enactment thereof and rules made there under for the time being in force shall apply to such arbitration and this deed shall be deemed to be submission to arbitration with the meaning of the said Act.

**The words "The venue of Arbitration shall be Pantnagar."**

19. This license agreement has been executed in duplicate. One counter part of the license agreement to be retained by the licensee and the other by the licensor.

 25/1/05  
सहायक महाप्रबन्धक (प्रशा. / नियोजन)  
कार्यालय महाप्रबन्धक भारत संचार निगम लि.  
हदवानी-268141 (नैनीताल)

  
CONTROLLER  
G. B. Pant Univ. of Agric. & Tech  
PANTNAGAR-263143 (U. S. Nagar)

 25/1/05  
Estate Officer

## THE SCHEDULE 'A' REFERRED TO ABOVE

This includes

1. Open land having an area of 269-00 sq. ft for tower. \
2. Room Measuring Total covered area = 355-67 sq. ft.


## THE SCHEDULE 'B' REFERRED TO ABOVE.

Details of fixtures and fittings

- 1.
- 2.
- 3.

IN WITNESS WHERE OF THE OFFICAL SEAL OF -----has been affixed in the manner hereinafter mentioned and the lease agreement has been signed for and on behalf of the BSNL on the day and year first above written by-----


(Signature)

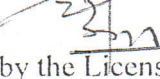
 25/11/05

सहायक सहायक (प्रशा. / नियोजन)  
कार्यालय महाप्रबन्धक भारत संचार निगम लि.  
हवेली-263141 (नैनीताल)

For and on behalf of BSNL

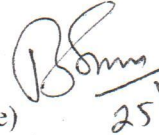
In the presence of witnesses

1-  G. C. Dalakoti, SDE (mm)  
BSNL Haldwani


2-  G. S. Singh, SDE, BSNL  
PANTNAGAR


And by the Licensor in presence of witness

(Signature)

 25/11/05

Estate Officer

1-  Arun Kumar, Asst. Asst. Estate Office

2-  A. R. Verma, Foreman (Estate office)  
(In case the Licensor is a company,

Firm or Society Address-----

For and on behalf of -----


Having authority to sign on behalf of the Licensor-----

Vide resolution date-----

Of -----)

Portions, which are not applicable, may be scored off at the time of filing up of the standard Licensee Agreement (SLA) format.

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

 25/11/05

Estate Officer

## Annexure -I

- 1- That the Licensee shall pay a sum of Rs. 1778.35 + 538-00 = 2,316.35 (Rs. Two thousand three hundred sixteen and paise thirty-five only) per month as rent @ Rs. 2-00 per Sq. ft. for open space containing an area of 269-00 sq. ft. and Rs. 5-00 per sq. ft. for covered area containing area of 355-67 sq. ft. per month of super area (excluding terrace) of the demised premises which will be centrally air conditioned with ambient temperature to be maintained at 25 degree Celsius + 2 degree Celsius. The license shall commence with effect from the date of signing of this deed on which date the possession of the demised premises shall be handed over by the Licensor to the Licensee.
- 2- That the licensor shall provide to the designated covered parking space bearing no. Parking space no along with the flat area at no extra charges.
- 3- The Licensee shall be entitled to use and occupy the said Car Parking space for the purpose of parking its car only not for any other vehicle.
- 4- That the LICENSOR shall provide minimum 15 KW power connection for the DEMISES PREMISES through a separate sub-meter and electric wiring for the said load which shall be provided in the DEMISES PREMISES. The Licensee shall not exceed the consumption of power beyond the provided load, as that will endanger the entire electrical system and electric wiring. However, if a higher load is required, the Licensor may provide full assistance in the matter. The additional wiring shall be at the cost of the Licensee and in a manner so that it does not interfere with the appearance or the structure of the building in any way. As Developer gets the entire electrical power on its own single point HT system it will ascertain at all times that needs of all occupants for additional electricity load is met with and for such purpose any additional wiring etc., is done in a reasonable manner at the DEMISED PREMISES. The Licensor agree to give such additional electrical loads to the licensee at rates and conditions as may be prescribed from time to time by local municipal body (Electricity Department). It is, however, made clear that all wiring switch gear etc. so installed will, at the end of the term, become part and parcel of the DEMISED PREMISES and will be restored to the Licensor/OWNERS. Deposits, if any, made by the Licensee with the Electricity Authority, in respect of additional load, will however, at the discretion of the Licensor be reimbursed by the Licensor to the Licensee so that the benefit of the deposit can thenceforth continue to be available to the Licensor.

25/11/05  
 सहायक महाप्रबन्धक (प्रशा. / नियोजन)  
 कार्यालय महाप्रबन्धक भारत संस्कार निगम लि.  
 इटानो-268141 (नैनीताल)

CONTROLLER  
 U. S. Pant Univ. of Agric. & Tech  
 PANTNAGAR 263143 (U. S. Nagar)

25/11/05  
 Estate Officer

6773

Krishna Ronkaly  
Comptroller



Govind Ballabh Pant University of  
Agriculture & Technology  
PANTNAGAR-263 145  
Distt. U.S. Nagar (Uttaranchal)


No.Comp./114  
Dated:Feb.8,2005

Dear Patricia DESNOUES,

This has reference to your letter dated 28 January 2005 regarding Memorandum of Agreement to be signed by the OECD and the University in connection with the visit of Professor Arora and Dr.Saxena to Paris for completing the OCED sponsored project. The MoA has been signed and is returned herewith. It may be noted that one copy each of MoA, in original, is being retained and one copy each of the MoA is being sent for further necessary action at your end.

With regards,

Yours sincerely,

  
(Krishna Ronkaly)

Patricia DESNOUES  
Human Resource Management  
Organization for Economic Cooperation and Development  
2, rue Andre-Pascal, 75775  
Paris Cedex-16  
France

Encl: Memorandum of Agreement – Dr.V.P.S.Arora and Dr.Raka Saxena

अररा

कृपया सुरक्षित रखें

नियंत्रक

9/2/05

6773

Krishna Ronkaly  
Comptroller



Govind Ballabh Pant University of  
Agriculture & Technology  
PANTNAGAR-263 145  
Distt. U.S. Nagar (Uttaranchal)


No.Comp./114  
Dated:Feb.8,2005

Dear Patricia DESNOUES,

This has reference to your letter dated 28 January 2005 regarding Memorandum of Agreement to be signed by the OECD and the University in connection with the visit of Professor Arora and Dr.Saxena to Paris for completing the OCED sponsored project. The MoA has been signed and is returned herewith. It may be noted that one copy each of MoA, in original, is being retained and one copy each of the MoA is being sent for further necessary action at your end.

With regards,

Yours sincerely,

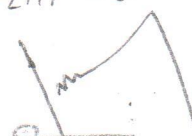
  
(Krishna Ronkaly)

Patricia DESNOUES  
Human Resource Management  
Organization for Economic Cooperation and Development  
2, rue Andre-Pascal, 75775  
Paris Cedex-16  
France

Encl: Memorandum of Agreement – Dr.V.P.S.Arora and Dr.Raka Saxena

अररा

कृपया सुरक्षित रखें

  
नियंत्रक  
9/2/05

9/2



ORGANISATION FOR ECONOMIC CO-OPERATION AND DEVELOPMENT

GESTION DES RESSOURCES HUMAINES  
HUMAN RESOURCE MANAGEMENT

Ms Krishina Ronkaly  
G.B. Pant University of Agriculture  
and Technology  
Pantnagar -263145  
Distt. Udham Singh Nagar  
Uttaranchal State  
INDIA

Paris, 28 January 2005

Dear Ms Ronkaly,

You will find enclosed two copies of the Memorandum of Agreement on the arrangements for secondment of Prof Vijai Arora and two copies of the Memorandum of Agreement on the arrangements for their secondment of Dr Raxa Saxena. Please sign and return one copy of each Memorandum to the OECD.

We very much look forward to receiving Prof Vijai Arora and Dr Raxa Saxena in the OECD.

Kind regards,

Patricia DESNOUES  
Human Resource Management

Encl. 4 Memorandums of Agreement



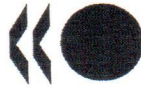
ORGANISATION FOR ECONOMIC CO-OPERATION AND DEVELOPMENT

GESTION DES RESSOURCES HUMAINES  
HUMAN RESOURCE MANAGEMENT

**MEMORANDUM OF AGREEMENT**  
**ON ARRANGEMENTS FOR A SECONDMENT TO THE OECD**  
**OF PROF. VIJAI P.S. ARORA, DEAN, COLLEGE OF AGRIBUSINESS MANAGEMENT,**  
**GB PANT UNIVERSITY OF AGRICULTURE AND TECHNOLOGY, INDIA**


The College of Agribusiness Management, GB Pant University of Agriculture and Technology, Pantnager – 263145, India, shall make the services of Prof. Vijai P.S. Arora from the College of Agribusiness Management available to the OECD for a period of four weeks starting on 15 April 2005. Prof. Arora from the College of Agribusiness Management will agree to the secondment on a voluntary basis and shall be assigned to the Division of Agricultural Policies for non-Member Economies of the Directorate for Food, Agriculture and Fisheries to work on the India country study (finalise Part II on the PSE/CSEs and policy description and to review/revise material for Parts I and III) as agreed between the College of Agribusiness Management and the OECD Directorate for Food, Agriculture and Fisheries. The OECD will appoint Prof. Arora as an unpaid consultant.

1. The initial appointment period for this secondment is from 15 April 2005 to 14 May 2005. This appointment period may be extended if all parties agree. Notice of an extension will be given at least one week prior to expiry date.
2. Prof. Arora shall remain subject to the Staff Regulations of the College of Agribusiness Management. He shall carry out his daily tasks under the authority of the OECD. In particular, he shall respect Articles 3 and 4 of the Regulations, Rules and Instructions for Experts and Consultants of the Organisation, as amended from time to time (see current version in Annex), while at the same time honouring his obligations as a staff member of the College of Agribusiness Management. In the event of conflict, the institutions shall consult each other on possible solutions.
3. Prof. Arora shall receive his salary, indemnities, allowances, etc. from the College of Agribusiness Management in accordance with the College of Agribusiness Management's Staff Regulations. The OECD shall pay all costs related to the performance of duties (travel and per diems on mission).
4. Prof. Arora will not be considered as an official of the OECD, and under the Convention and Protocols of OECD, will not benefit from an exemption from taxation on salary, indemnities, allowances, etc. paid to them by the College of Agribusiness Management.
5. The OECD will not assume personal insurance coverage for Prof. Arora or his family members during his assignment at OECD. The College of Agribusiness Management remains responsible during Prof. Arora's assignment for maintaining insurance coverage for personal risks associated with illness, accident, including work-accident, invalidity and death, and for acquiring any supplementary insurance required by virtue of his assignment at the OECD. In particular, the College of Agribusiness Management shall be responsible for the medical insurance required to cover all medical expenses incurred by Prof. Arora and his family on assignment at the OECD. The College of Agribusiness



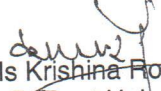
Management also remains responsible for medical and repatriation insurance coverage for Prof. Arora related to the performance of his duties, including missions for OECD.

6. The OECD shall, on completion of the secondment, supply the College of Agribusiness Management with a report assessing the work of Prof. Arora.
7. Statutory holidays observed in the OECD shall be considered as entitlements under the rules of the College of Agribusiness Management. Entitlement to all other leave shall be determined by the rules of the College of Agribusiness Management. The OECD undertakes to keep a note of the leave taken by, and absences of Prof. Arora.
8. Hours of work shall be those agreed between Prof. Arora and the OECD on a full-time employment basis.
9. Performance objectives and expectations shall be agreed between Prof. Arora and the OECD. Where these expectations are not met and poor performance cannot be corrected by discussion between Prof. Arora and the OECD, the OECD shall discuss the performance issues with the College of Agribusiness Management.
10. The disciplinary rules applicable shall be those of the College of Agribusiness Management. However, the OECD may ask the College of Agribusiness Management to institute disciplinary proceedings and to take part in them where necessary.
11. Prof. Arora shall return to the College of Agribusiness Management on completion of his service in the OECD. The OECD shall make no offer of permanent employment to them without prior consultation of the College of Agribusiness Management.
12. Either institution may request the early termination of the secondment and ask accordingly that the necessary measures be taken for the return of Prof. Arora, having regard to their legitimate interests. The decision to terminate the secondment shall be taken by agreement of the two institutions. Where possible, one week notice will be given by the initiating institution.
13. Prof. Arora may request the early termination of the secondment and he shall give one week notice of his intention where possible. The process of termination shall be agreed by the two institutions.
14. The College of Agribusiness Management shall not be held liable for any damages, losses or injuries that may be attributed to its staff members as a result of their actions, omissions and performance of duties during this assignment to the OECD.
15. Any matters not covered in this memorandum shall be resolved by mutual consultation of the two institutions.

 Pierre Lebleu  
Head of Human Resource Management  
Organisation of Economic Co-operation  
and Development

Date: 27/1/2005

Signature: 

  
Ms. Krishna Pratik  
G.B. Pant University of Agriculture  
And Technology  
Pantnagar-263145  
Distt. Udham Singh Nagar  
Uttaranchal State (INDIA)

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

Signature:



## ANNEX

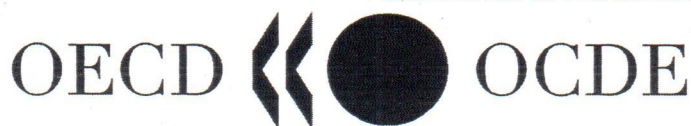
*Extract from the Regulations, Rules and Instructions for Experts and Consultants of the OECD.*

### **Regulation 3**

- a) Council experts and consultants shall neither seek nor accept instructions, with respect to the performance of their tasks, from any of the Members of the Organisation or from any Government or authority external to the Organisation.
- b) Council experts and consultants shall perform their tasks and regulate their conduct bearing always in mind the interests of the Organisation.

### **Regulation 4**

- a) Council experts and consultants shall observe complete discretion with regard to all matters relating to the activities of the Organisation. Unless authorised to do so by the Secretary-General, they shall not disclose any unpublished information acquired by them in the course of the performance of their tasks. These obligations shall continue after the termination of their appointment.
- b) b) All rights, including titles, copyright and patent rights in any work produced by Council experts or consultants as part of their official duties shall be vested in or assigned to the Organisation, unless such rights are waived by the Secretary General in favour of the Council expert or consultant concerned.



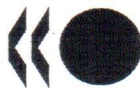
ORGANISATION FOR ECONOMIC CO-OPERATION AND DEVELOPMENT

GESTION DES RESSOURCES HUMAINES  
HUMAN RESOURCE MANAGEMENT

**MEMORANDUM OF AGREEMENT**  
**ON ARRANGEMENTS FOR A SECONDMENT TO THE OECD**  
**OF DR. RAKA SAXENA, COLLEGE OF AGRIBUSINESS MANAGEMENT,**  
**GB PANT UNIVERSITY OF AGRICULTURE AND TECHNOLOGY, INDIA**

The College of Agribusiness Management, GB Pant University of Agriculture and Technology, Pantnager – 263145, India, shall make the services of Dr. Raka Saxena from the College of Agribusiness Management available to the OECD for a period of 10 weeks starting on 28 February 2005. As agreed between the College of Agribusiness Management and the OECD Directorate for Food, Agriculture and Fisheries, Dr. Saxena from the College of Agribusiness Management will agree to the secondment on a voluntary basis and shall be assigned to the Division of Agricultural Policies for non-Member Economies of the Directorate for Food, Agriculture and Fisheries to work for 4-5 weeks finalising the PSE/CSE data and calculations; plus 5-6 weeks helping to draft Part II: Policy Evaluation (policy framework and PSE/CSE evaluation) and to help organise an expert meeting in India in May to discuss the study. The OECD will appoint Dr. Saxena as an unpaid consultant.

1. The initial appointment period for this secondment is from 28 February to 6 May 2005. This appointment period may be extended if all parties agree. Notice of an extension will be given at least one week prior to expiry date.
2. Dr. Saxena shall remain subject to the Staff Regulations of the College of Agribusiness Management. She shall carry out her daily tasks under the authority of the OECD. In particular, she shall respect Articles 3 and 4 of the Regulations, Rules and Instructions for Experts and Consultants of the Organisation, as amended from time to time (see current version in Annex), while at the same time honouring her obligations as a staff member of the College of Agribusiness Management. In the event of conflict, the institutions shall consult each other on possible solutions.
3. Dr. Saxena shall receive her salary, indemnities, allowances, etc. from the College of Agribusiness Management in accordance with the College of Agribusiness Management's Staff Regulations. The OECD shall pay all costs related to the performance of duties (travel and per diems on mission).
4. Dr. Saxena will not be considered as an official of the OECD, and under the Convention and Protocols of OECD, will not benefit from an exemption from taxation on salary, indemnities, allowances, etc. paid to them by the College of Agribusiness Management.
5. The OECD will not assume personal insurance coverage for Dr. Saxena or her family members during her assignment at OECD. The College of Agribusiness Management remains responsible during Dr. Saxena's assignment for maintaining insurance coverage for personal risks associated with illness, accident, including work-accident, invalidity and death, and for acquiring any supplementary insurance required by virtue of her assignment at the OECD. In particular, the College of Agribusiness Management shall be responsible for the medical insurance required to cover all medical expenses incurred by Dr. Saxena and her family on assignment at the OECD. The College of Agribusiness



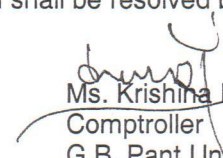
Management also remains responsible for medical and repatriation insurance coverage for Dr. Saxena related to the performance of her duties, including missions for OECD.

6. The OECD shall, on completion of the secondment, supply the College of Agribusiness Management with a report assessing the work of Dr. Saxena.
7. Statutory holidays observed in the OECD shall be considered as entitlements under the rules of the College of Agribusiness Management. Entitlement to all other leave shall be determined by the rules of the College of Agribusiness Management. The OECD undertakes to keep a note of the leave taken by, and absences of Dr. Saxena.
8. Hours of work shall be those agreed between Dr. Saxena and the OECD on a full-time employment basis.
9. Performance objectives and expectations shall be agreed between Dr. Saxena and the OECD. Where these expectations are not met and poor performance cannot be corrected by discussion between Dr. Saxena and the OECD, the OECD shall discuss the performance issues with the College of Agribusiness Management.
10. The disciplinary rules applicable shall be those of the College of Agribusiness Management. However, the OECD may ask the College of Agribusiness Management to institute disciplinary proceedings and to take part in them where necessary.
11. Dr. Saxena shall return to the College of Agribusiness Management on completion of her service in the OECD. The OECD shall make no offer of permanent employment to them without prior consultation of the College of Agribusiness Management.
12. Either institution may request the early termination of the secondment and ask accordingly that the necessary measures be taken for the return of Dr. Saxena, having regard to their legitimate interests. The decision to terminate the secondment shall be taken by agreement of the two institutions. Where possible, one week notice will be given by the initiating institution.
13. Dr. Saxena may request the early termination of the secondment and she shall give one week notice of her intention where possible. The process of termination shall be agreed by the two institutions.
14. The College of Agribusiness Management shall not be held liable for any damages, losses or injuries that may be attributed to its staff members as a result of their actions, omissions and performance of duties during this assignment to the OECD.
15. Any matters not covered in this memorandum shall be resolved by mutual consultation of the two institutions.

 Pierre Lebleu  
Head of Human Resource Management  
Organisation of Economic Co-operation  
and Development

Date: 27-1-2005

Signature: 

 Ms. Krishina Benkaly  
Comptroller  
G.B. Pant University of Agriculture & Technology  
Pantnagar 263145  
Distt. Udham Singh Nagar  
Uttaranchal State  
India  
G. B. Pant Univ. of Agric. & Tech.  
PANTNAGAR-263145 (U. S. Nagar)  
Date:

Signature:



## ANNEX

*Extract from the Regulations, Rules and Instructions for Experts and Consultants of the OECD.*

### **Regulation 3**

- a) Council experts and consultants shall neither seek nor accept instructions, with respect to the performance of their tasks, from any of the Members of the Organisation or from any Government or authority external to the Organisation.
- b) Council experts and consultants shall perform their tasks and regulate their conduct bearing always in mind the interests of the Organisation.

### **Regulation 4**

- a) Council experts and consultants shall observe complete discretion with regard to all matters relating to the activities of the Organisation. Unless authorised to do so by the Secretary-General, they shall not disclose any unpublished information acquired by them in the course of the performance of their tasks. These obligations shall continue after the termination of their appointment.
- b) All rights, including titles, copyright and patent rights in any work produced by Council experts or consultants as part of their official duties shall be vested in or assigned to the Organisation, unless such rights are waived by the Secretary General in favour of the Council expert or consultant concerned.

41873



General Stamp Office, Mumbai

Date

L. S. V. No.

महाराष्ट्र MAHARASHTRA

14 OCT 2005

Post Office

59

सौ. अरुणा अरुण बाशिडे

K 10619

★ परवाना धारक मुद्रांक विक्रेता क्र. १९ ★

१४वी, खोताची वाडी, खंडेराव विल्डींग,

तकमजला, रू. नं. ७, गिरगांव, मुंबई-४

क्र. 6889 दिनांक

सर्वश्री/श्री/श्रीमती

यांना रु. १०० चा मुद्रांक विकला.

AN 100  
मुद्रांक विक्रेता

19 OCT 2005



## AGREEMENT FOR GRANT OF LICENSE

THIS TRIPARTITE INDENTURE is made at 5 p.m. on this 20<sup>th</sup> day of December, 2005 BETWEEN Education Society / Management Committee, Campus School, Pantnagar having its office at Pantnagar (hereinafter called "First Party") and BHARATIYA VIDYA BHAVAN, a Society Registered under the Societies Registration Act of 1860 under Bombay Public Trust Act, 1950 having its registered and Head Office at Munshi Sadan, K.M. Munshi Marg, Mumbai - 400 007 hereinafter called "Second Party" (Licencee).

AND BETWEEN

G.B. Pant University of Agriculture & Technology, Pantnagar, Dist. Udham Singh Nagar, Uttaranchal hereinafter called third party (Licensor) through its Comptroller.

....2/-

A

DSM

Riyaz

:: 2 ::

AND WHEREAS the G.B. Pant University of Agriculture & Technology, Pantnagar has constructed a school building having Ground Floor Plinth Area = 2825.32 Sq.meters (First Floor Covered Area = 2452.65 sq.meters) and equipped it with necessary furniture, fixtures and fittings, electrical connection, play ground, etc. on the said demised premises and is running a school under the name of Campus School, Pantnagar for the purpose of educating the children of the employees of the university is being run by Management Committee of Campus School i.e. the first party.

AND WHEREAS the "First Party" has approached the "Second Party" to take over, undertake, manage, run and conduct the said school with classes commencing from the academic year 2005-2006 from Class 1<sup>st</sup> to 10+2 and ultimately leading to an examination conducted by a recognized Board of Education / any other educational or other institution / body including the establishment of a 'Kendra/Centre' of the Second Party for the benefit of the people of the Society (in consonance with the aims and objects of the Licencee, which are more particularly described in the Memorandum of the Association of the Licencee which the Licencee have agreed so to do.

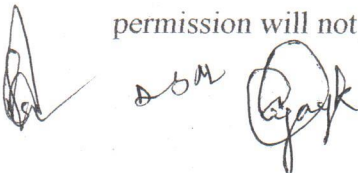
AND WHEREAS it has been agreed to by Third Party i.e. G.B. Pant University of Agriculture & Technology, Pantnagar hereto shall grant and the Second party shall take on licence the said piece or parcel of vacant land or ground hereditaments and premises together with the buildings standing thereon, for the period, for the term and on the terms and conditions set out hereinafter.

...3/-






NOW THIS INDENTURE WITNESSETH AS FOLLOWS:


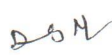

1. In pursuance of the said Agreement and in consideration of the licensee agreeing to take over, manage, run and conduct the said School and to establish thereon other educational or other institutions herein above described, and in consideration of licence fee and the Licence covenants hereinafter reserved and contained, the Licensor do and each of them do it at the request of the Licence hereby demise unto the Trustees all those said pieces or parcels of vacant lands or grounds and hereditaments, and premises together with the school building and structures, standing thereon situated in Pantnagar. The licence may be given to the School Management for a period of 25-30 years on five yearly basis i.e. every five years license will be reviewed and renewed for another five years. However, there will be a special clause indicating that in the event the agreement is to be terminated, one academic year notice is required by either of the parties.
2. The Second Party (Licensee) shall, for themselves, their successors, heirs, and assigns to the intent that the obligations may continue throughout the term hereby created, covenant with the Licensor as follows:
  - a) To pay licence fee reserved, on the date and day and in the manner as mentioned below
  - b) To pay all rates, taxes insurance and assessments, dues and duties in respect of the said Demised Premises.
  - c) To pay all charges in respect of all essential commodities consumed on the Demised Premises
  - d) Not to assign or sublet the said Premises or any part thereof, without the express permission in writing of the Licensor which permission will not be unreasonably withheld.

Handwritten signatures and initials, including a large signature on the left and initials 'DM' and another signature in the center.

- e) To keep the Demised Premises always in good sanitary and hygienic conditions and to take proper care and custody of the buildings, fittings, furniture and fixtures.
- f) Not to add or suffer to be done on the Demised Premises anything which may become nuisance, injurious or offensive to the Licensor and others, if any.
- g) To indemnify and to keep indemnified the Licensor against all claims, demands, suits, decrees or awards which may be brought or passed against the Licensor in respect of the running and conducting of the said school or any buildings or structures erected or to be erected upon the Demised Premises or any easements or amenities pertaining to the property of any person or persons adjoining or adjacent in the Demised Premises.
- h) Not to assign or sublet the said Premises or any part hereof, without the express permission in writing of the Licensor for which permission will not be unreasonably withheld.
- i) To keep the Demised Premises always in good sanitary and hygienic conditions and to take proper care and custody of the buildings, fittings, furniture and fixtures. Provided that the Licencee shall not be responsible for any damage/deterioration due to normal wear and tear or for any damage/loss caused by accident, earthquake, fire, flood, riots, ~~potty pilferages~~ <sup>theft</sup>, loss due to depreciation or any other Force Majure.

- j) To undertake to manage, run and conduct school with classes commencing from Class.....<sup>Nursery</sup> and ultimately leading to an examination conducted by a recognised Board of Education/any other educational Institution and to establish a 'Kendra' or any other activities, as per the aims and objects of the Licencee in consultation with the Licensor.
3. The Licensor, i.e. third party hereby covenant with the Licencee to the intent that the obligations hereby created may continue throughout the term hereby created that on the Licencee paying the fees hereby reserved and observing and performing the several covenants and stipulations hereby contained and on their part to be observed and performed shall peacefully hold and enjoy the Demised Premises during the said term without any interruption or obstruction by the Licensor, their heirs, executors and administrators or by any other person or persons claiming under, or in trust for the Licensor.
4. a) The parties hereto shall set up a Governing Body consisting of the following to manage, run and conduct the working of the said School:-
- (i) The Bharatiya Vidya Bhavan will nominate the Bhavan's Executive Secretary and Director General as the Chairman. However, if the Bhavan prefers to nominate some other dignitary as Chairman, it shall do so in consultation with the Vice-Chancellor.
  - (ii) Three members nominated by the Bharatiya Vidya Bhavan
  - (iii) Three members nominated by the Vice-Chancellor
  - (iv) Member Secretary nominated by the Chairman



b) Above governing body would be responsible for all appointments, policy matters, passing of budget and constitution of the management and appointing screening committee of the School and the appointment of the Selection Committee. Of the total receipt of the school, 10% and 5% share will go to Bharatiya Vidya Bhavan and G.B. Pant University of Agriculture and Technology, Pantnagar, respectively.

(i) The corpus of funds available with the Campus School will be used by the newly constituted governing body only for the purpose of infrastructural developments of the Campus School and any other liability of the School prior to the taking over by the Licencee to meet the legal liability of the School in case of emergency.

(ii) There will be no liability on the University to create infrastructures in the school.

(iii) Academic matters including admissions, etc.

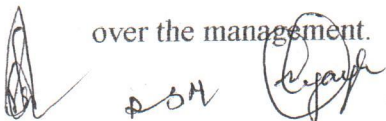
c) Fresh Recruitment, Service conditions and termination of teaching and non-teaching staff, save that of the Principal/Vice-Principal, shall require a formal approval of the Licencee before implementation unless specifically exempted in writing. However, in the event any member of the teaching faculty is found wanting ~~them~~ by the screening committee, after providing ample opportunity for improvement, if still wanting, the governing body will have powers to terminate his/her services. The Principal and the Vice-Principal shall be appointed by the Apex body of the Bharatiya Vidya Bhavan.

- d) That the admission to the School/Institution shall be made in accordance with the directions of the Licencee and in the following order of priority.

Children of employees of :

- i) G.B. Pant University of Agriculture & Technology,  
Pantnagar on concessional fee structure
  - ii) Children of other residents in the area and outside on  
normal fee structure.
- e) In so far as opening of a school at Bharsar Campus is concerned, it was decided that branch school of the Campus school upto class 5 at Bharsar may be started till such time the campus can have a full-fledged school by entering into a separate MOU in this regard. Any financial deficit in running the branch school at Bharsar Campus will be met with out of grant received from the Government for the purpose or out of developmental fund of the Campus.
- f) That the employees (teaching and non-teaching staff) of Campus School, Pantnagar already serving in the campus, Pantnagar will be absorbed as such by the second party (Bharatiya Vidya Bhavan) on their scrutiny by a duly constituted screening committee.
- g) That all the recurring expenditures, service charges etc. will be met out from the annual income of the said school.
- h) It is also agreed that Bharatiya Vidya Bhavan **will take over the management of presently primary school at Ranichauri** being run by the University. However, for this, representatives of Bharatiya Vidya Bhavan will visit Ranichauri Campus to work out the details of MOU with the University Officers so that from the next academic year School Management will take over the management.



5. The name of the School/Institution shall be BHARATIYA VIDYA BHAVAN'S Campus School and that the area appurtenant to the School/Institution/Institutions shall always be known as Bharatiya Vidya Bhavan's Campus School Campus.
6. That the Licensor, i.e. Third Party shall on the written request of the Licencee made prior to completion of academic year ending March of the year prior to the expiration of the term hereby created and if there shall not at the time of such request be any existing breach, or non-observance of the covenants on the part of the Licencee hereinbefore contained, grant to them, at the expenses of the Licencee, a renewal of the Lease of the Demised premises from the expiration of the term hereby created for a further period of **5 years** at the same fees and containing the same covenants and provisions, as are herein contained, with the conception of the present covenant for renewal. The Licencee shall on the execution of such renewal of licence execute a counterpart thereof.
7. It is hereby further agreed by and between the parties hereto as follows:
- a) That G.B. Pant University of Agriculture and Technology will not be liable for any loss.
- b) That notwithstanding the provisions aforesaid the licence hereby created shall always be terminable at the option of either party by giving them a notice in writing of at least twelve clear calendar months in advance provided that the said notice shall always expire on the 30<sup>th</sup> June of the succeeding calendar year. That in the event of the agreement being determined/terminated, the Licensor shall discharge and the Licensee shall be absolved of all the responsibility arising out of

- a. Arrears of pay, retrenchment or any other similar compensation, payable to the staff and teachers of the school/institutions



DSN



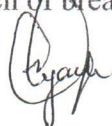
...9/-

- b. The consequences of any law being in force and applicable to the School/Institutions at the relevant time
  - c. Payment required to be made to the Education authorities including the Central Board of Secondary Education and/or any other Educational Board/Authority
  - d. Any other liability for the normal conduct of the school/institutions working in the usual course
  - e. Any other liability arising out of the closure of the school/institutions.
- c) That in the event of the agreement being terminated, the First party shall absorb the existing staff and shall be responsible for the management of the school further with any corpus or otherwise.

8. IT IS HEREBY EXPRESSLY AGREED that if the licence fee hereby reserved or any part thereof shall remain unpaid for a period of two years after becoming due whether formally demanded or not, or if any of the covenants on the Licencee part herein contained shall not be observed and or performed or if the School and or the Institutions shall be wound up or the person or persons in whom the term hereby created shall be vested, or any of them shall become insolvent or insolvents then and in any such case it should be lawful for the First Party at any time thereafter to re-enter upon the Demised Premises or any part thereof in the name of the whole and thereupon the term hereby created shall cease and stand absolutely determined but without prejudice to the right of action of the Licensor in respect of the breach of the Licensor covenants herein contained shall not be exercised unless and until the Licensor shall have given to the Licencee a notice in writing of their intention to enter and of the specific breach or breaches of the covenants in respect of which they re-entry is intended to be made and default shall have been made in remedying such breach of breaches for 3 months from the date of such notice.



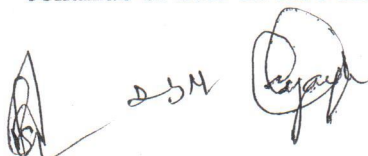
25/4



9. It is hereby further agreed by and between the parties hereto as follows:

- a) That in case the structure or structures or any part thereof on the Demised Premises are during the term hereby created, destroyed and or damaged by fire, earthquake, flood, tempest, violence of army, air-raid, mob, civil commotion, inclemency of weather etc., so as to be made unfit for use and occupation, the Licencee shall have the option to determine the licence forthwith and in the event of the Licencee desiring to continue the lease, the whole or proportionate part of the fees shall abate till the said structure or structures is or are restored by the Licensor to their former state and conditions and thereafter the Licencee shall continue to pay full fees from the date of such restoration provided that such period of abatement shall not exceed three months at any one time and all the taxes and other charges shall continue to be paid by the Licencee.
- b) In case the Demised Premises or the structure or structures standing thereon shall be acquired by Government or any other body/bodies or other authority for any reasons these presents shall immediately cease and determine and the Licencee shall be entitled to compensation in respect of the structure or structures constructed by them and the Licensor shall be entitled to compensation in respect of the land and hereditaments hereby demised or structures constructed by the Licensor.
- c) In case the Demised Premises or the structure and/or structures standing thereon shall be requisitioned by the Government or any other body or authority for any purpose it shall be the option of the Licencee to decide whether these presents shall continue or not. In case the Licencee decide to continue these

...11/-



:: 11 ::

presents, the Licencee shall be liable to pay the rents, taxes, assessments, dues and duties herein provided, pro-rata, for the balance of the period for which these presents shall continue.

- d) In case of any dispute arising out of this agreement, the Vice-Chancellor will be sole arbitrator whose decision will be final and binding on all the three parties against which no suit will lie in any court of law.

10. Any notice requiring to be served herein shall be sufficiently served on the Licencee if left addressed to them at their Head Office and on the Licensor if left addressed to them at their Regd. Office at Village Pantnagar, Taluka : Kichecha Dist Udham Singh Nagar in the State of Uttaranchal

IT WITNESS WHEREOF THAT PARTIES HERETO HAVE hereunto set and subscribed their hands and seals this day and year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT PIECE AND PARCEL of land with structures thereon being situated at Village Pantnagar Taluk Kichecha Dist. Udham Singh Nagar State Uttaranchal bearing Survey Nos.      and      admeasuring about      acres is bounded as follows:

1. Bounded on the North by Survey Number      of Village       
Bounded on the South by Survey Number      of Village       
and private internal approach Road of Company       
Bounded on the East by Survey Number      of Village       
Bounded on the West by Survey number      of Village       
National Highway  
National Highway  
National Highway
2. Area of the School building: 2825-32 sq. meters.

...12/-

Signed, Sealed and delivered by the  
Comptroller Shri Km. Krishna Ronkaly  
(within named Licensor-III Party) on behalf  
of the University in the presence of

areddy

1. Dr. Basant Ram,  
Director Research,  
G.B.P.U.A.T., Patna

Ram  
20/12/05

2.

Signed, Sealed and delivered by the  
President Shri Dr. V.P.S. Arora  
and Secretary Shri Dr. V.K. Khanna  
(within named First Party) on behalf of the  
Management Committee of the Campus School  
In the presence of

V.K. Khanna

1. Dr. N.K. Sand  
Associate Professor Chemistry  
G.B.P.U.A.T., Patna

Dr. N.K. Sand  
20-12-05

2.

Signed, Sealed and received on behalf of  
Bharatiya Vidya Bhavan (II Party) by its  
Executive Secretary & Director General  
And hereunto pursuant to a resolution of its  
Executive Committee dated 9<sup>th</sup> November, 2005  
in the presence of

Dr. N.K. Sand

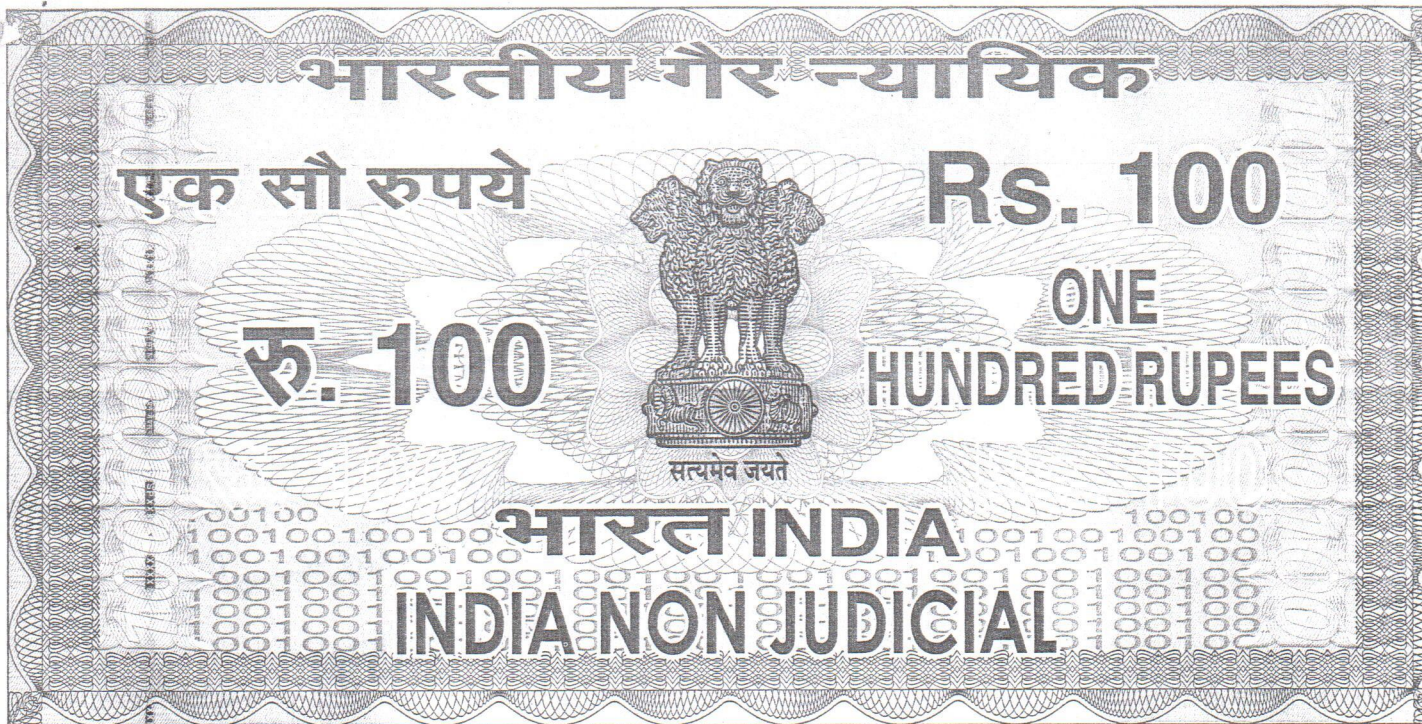
1. J. VEERA RAGHAVAN  
DIRECTOR, BHARATIYA VIDYA BHAVAN  
DELHI KENARA.

J. Veera Raghavan

2. V.K. Khanna  
Secretary, Campus School

V.K. Khanna

4875



दिल्ली DELHI

A 15880

**Memorandum of Understanding MOU / Horticulture Joint Venture Agreement**  
 "Between" G.B.Pant University of Agriculture & Technology Pant Nagar UA India, here in  
 after called as the "University" and Genetic Biotech Seedlings here in after called as the  
 "GBS."


Memorandum Of Understanding MOU / Horticulture Joint Venture Agreement is signed/  
 made at Pant Nagar "Between" G.B.Pant University of Agriculture & Technology, Pant  
 Nagar UA, INDIA(Represented by **Dr. Basant Ram**, (Director Exp. Stations), here in after  
 called as the "University" and Genetic Biotech Seedlings (Authorized Representative Vijay  
 Kumar Garg Technical Consultant) here in after called as the "GBS."

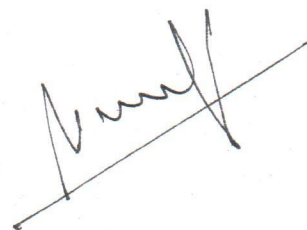
**Name of Joint Venture (Partnership):** Mass Propagation and Marketing of Elite  
 Planting Material of Horticultural Crops

### Preamble

#### **Horticulture Joint Venture under Public & Private Sector Partnership**

The G.B. Pant University of Agriculture & Technology & Genetic Biotech Seedlings  
 are convinced that the Horticulture Genetic Material for Fruits, Flowers, Vegetables, Herbs &  
 Medicinal Plants have to be consolidated in Progeny Orchards cum Parks. The new imported  
 Patented Genetic Material be introduced and tested on old Orchard Trees for testing & finally  
 identify Market Driven Horticultures Cultivars to be planted in Uttaranchal. This will help  
 the Uttaranchal Growers to produce good quality, optimum quantity, & good shelf life  
 horticulture Crops with Optimum Total Soluble Solutes.

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



It was realized that G.B. Pant University of Agriculture & Technology has immense technical backup & strong links with the Growers over the years for the various on going projects in the areas of Garhwal & Kumaon divisions for the last five decades, & Genetic Biotech Seedlings technically supported by the technical consultant Vijay Kumar Garg with a rich experience of 32 years in the field of nursery operation, with additional of induction of new techniques in plant propagation. Vijay has a family tradition of nursery propagation for the last 102 years, which he has inherited from his father. The Joint Venture will take help highly reputed NGO's like HIMCON, Himalaya Sewa Sangh, SPWD, & many others. The JV will also take active help of the Horticulture Department to achieve the Mission.

### **Pantnagar University - GBS Infrastructures**

An infrastructure (a Horticulture Joint Venture) is a Composite Horticulture Project consisting of Mother Nursery, Progeny Orchard, and Satellite Horticulture Center. This Composite Horticulture Project will bring about a Horticultural Revolution in Uttranchal and will change the economic scenario of the Uttarnchal Growers, and will make a tremendous impact on the Financial Health of the state.

### **Memorandum of Understanding**

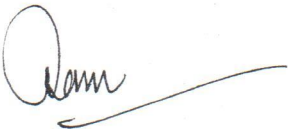
This memorandum of understanding is signed on the -  
"Between" G.B. Pant University of Agriculture & Technology, Pant Nagar UA, INDIA hence forth called "University" & Genetic Biotech Seedlings, 5<sup>th</sup>. Km, Chakarata Road, Saharanpur, UP, India, henceforth, called GBS.

Both the parties agree to carry out this Joint Venture on terms and conditions of the Memorandum of Understanding(MOU)to facilitate establishment of an autonomous and internationally accredited infrastructure for the collection of Indian and imported genetic material, Propagation of Plants, Planting, Plant Training Program, Pest Management, Plant Feed control, induction of old & new technologies, harvesting of crops, grading, sorting, washing, cooling, waxing/ treatment & transport of the horticulture crops in the M.A. Containers.

Both the parties further agree to carry out this Horticulture Joint Venture on sustainable basis initially for a period of 5 years to be evaluated annually on technical and socio-economic grounds. Based upon concurrent and annual assessment it may further be extended to another five years and the duration of the venture will be decided by the recover back period of expenditure incurred by the GBS on permanent structures and equipments installed by it on University's Experimental sites.

### **Definitions**

- A) "Agreement" shall mean this agreement "Between" G.B.Pant University of Agriculture & Technology" and Genetic Biotech Seedlings Private Limit.
- B) "Authorized Representatives" shall mean a person having the legal authority to enter into this agreement and ensure that his/her institution shall abide by its terms.

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



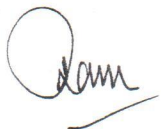
- C) "**Effective Date**" shall mean the date that the Agreement is signed by the parties. If the parties sign the Agreement on different dates, the Effective Date shall be the later date of such dates.
- D) "**Parties**" shall means G.B. Pant University of Agriculture & Technology and Genetic Biotech Seedlings entering in to this Agreement.
- E) "**Termination Date**" shall mean the date designated by the terminating party as the official last day of operation of the Horticulture Infrastructure of the Joint Venture.

### Purpose of the Joint Venture

- The purpose of the JV is to create a most modern Nursery Infrastructure at the University Farms in Garhwal & Kumaon divisions to propagate Certified True to Variety of High yielding varieties, of Horticultural, Medicinal Plants & Herbs at a faster pace of propagation by using new technology of propagation for the plantation in Uttaranchal.
- Establish, Rejuvenate, Progeny Orchards of the University. Induct new varieties including the Patented Varieties, and plant them at various elevations orchards of the University, for out sourcing & production of the genetic material for the Propagation Program.
- Establish the Satellite Horticulture Centers SHC at different experiment Stations in Garhwal & Kumaon divisions of the University. The Satellite Horticulture Center will help the growers for selection of planting material, to order the certified plants to the Mother Nursery, mark the pits in the growers fields, help & guide the grower to dig the pit with the help of auger (powered/ Manual), procure the certified planting material, acclimatize the plant in the region and then give it to the growers with reduced the agro climate stress on the plant at the time of planting. The Satellite Horticulture Center will disseminate Old & new technologies induce the use of power tools like Power Tiller, Power Sprayer/ Dusters, Power Pruners, & Plant Shredders etc. The Satellite Horticulture Center will be equipped with a Computer & an internet Connection, Library of Hindi & English Books, Horticultural Market Price Indicators, Periodicals, News Letters etc, Digital Library consisting of Still Pictures & Video Clippings of the Best Recommended Horticultural Performers.

### **Functions of SHC**

- The Satellite Horticulture Center will send the trained horticultural workers to the grower's fields once in the 120 days to guide the growers.
- This Satellite Horticulture Center will help the Grower in the Harvesting of Crops and will also act as a Collection Center for Horticulture Crops grown by the Growers under our guidance.
- The Satellite Horticulture Center will issue a crop receipt to the Grower with a copy to the Bank & the Marketing Company for the payment to the Grower.
- All the Payments to the Composite Horticulture Project Partners will be done in their Bank accounts, through a ESCROW Bank account. No cash transactions will take place in this Composite Horticulture Project.

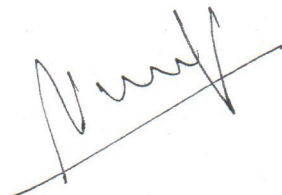


**DIRECTOR**

Experiment Station

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

PANTNAGAR-263145 (U.S. Nagar)



- The SHC Infrastructure establishment and the SHC operations will be 100% operational within three years of the date of the start of the Operation.
- SHC will have rich collection of Books, periodicals, newsletters, etc in the Library & Digital library of Horticulture, Medicinal Plants & Herbs to help the farmers to select the Varieties.
- SHC will act as a source center for the power tools to the growers payment basis.
- The Acclimatizing of plants for the region, training & pruning of the plants for first three years, monitoring of the Plant Development etc., will be the role of the SHC.
- The SHC will do the trials of the new and old crops to standardize & document the cultivation operations to be passed on to the growers in their best interest. Field Days will be organized for the growers for the dissemination of technical know how.
- SHC will act as a collection center for the crops cultivated in the region. The center will also issue the Crop receipt with details to the grower & the bank for payment transfer on the mutually agreed terms.
- The first stage sorting/ grading, (Post Harvesting Management) of the crops will be done at the SHC & the crop will be transported under ambient conditions.

### **Genetic Biotech Seedlings (GBS) Information**

GBS has been promoted by family keenly interested in the field of Horticulture Development through an application of most modern & latest Nursery Technologies in Uttaranchal, with rich information of 102 years in the Nursery management. It is to provide the hill grower back ended project with assured decent returns.


### **Implementation Milestones**

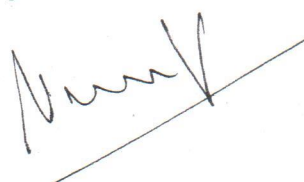
#### **Progeny Orchard**

Horticulture Genetic Material for fruits, flowers, vegetables, medicinal plants and herbs has to be consolidated in Progeny Orchards cum Parks. The new imported Patented Horticulture genetic material be introduced and tested on old Orchard Trees for the Market Driven Horticulture Cultivars to be planted in Uttaranchal. This Progeny Orchard will be the source for the scion sticks to be grafted or budded to produce the Certified True to Variety Planting Material. The Progeny Orchard will be the back bone of our re-composite Horticulture Project.

#### **Mother Nursery**

The Mother Nursery will be most important to propagate plantlets, plants, Budded / Grafted Plants in mass scale and in 280 days a year. It will have various work stations for different operations, germination chamber, plant recovery chamber, Hot Callus Equipment, high humidity chamber, acclimatizing chambers, & the Nursery Mesh Shed. The total Mother Area will be on about 5 Ha land which will include poly houses divided separately for various, plant propagation Activities. We will install the Manure/ media sterilizers to be used for the Sterilizing of the Manure / Media for the plant Propagation. The Nursery Infrastructure establishment and the nursery operations will be 100% operational within three years of the start of the venture.

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



## Scope of the Agreement

This Agreement sets forth the terms and conditions for Genetic Biotech Seedlings participation in the development of Uttaranchal. Genetic Biotech Seedlings will be free to enter into Agreements with other Authorities/ Agencies/ Parties necessary to further the cause of agreement with the terms and condition of the Agreement.

## J V's Scope of Activities

### University Responsibilities

- University agrees that it will provide resources viz. & subject to availability including building and land necessary to support GBS venture and the operation of the project as per mutually agreed terms and condition.
- University will extend necessary assistance in obtaining connection of electric, water, Telephone and other essential support to GBS on payment basis.
- University will receive 15% share of net profit of sale of Plants generated from the facility for its contribution of land and building. This aspect will be reviewed annually.
- For the duration of the project, residential accommodation to GBS staff working on the project will be provided by the university, subject to availability on charge basis.
- Propagation Technologies
- Accesses to the Rich Genetic Bank of the University Orchards & Farms with a token cost to be paid by the GBS
- Advice for Post Harvesting Technology of Various Crops
- Certified Organic Farming guidance
- Cold Storage Protocols for different crops & Cool Chain
- The GBS may also make use of the Horticultural Infrastructure Facilities existing at the selected stations on payment basis, how ever, the priority will go to University

### GBS Responsibilities

- Commercial Propagation of Horticulture, Medicinal Plants & Herbs
- Establish Mother Nursery, Progeny Orchards Cum Medicinal Plants & Herbal parks.
- SHC for Technology Dissemination, Acclimatizing, Mesh Shed, Power Tools Garage, Plant delivery, Crop collection Center.
- First stage Sorting, Grading, Washing, & Packing Center.
- First Stage Drying, & Processing Center
- Commercial Trials for the new Crop
- The GBS will crate Horticultural Infrastructure Facilities
- The utilization of the Horticultural Infrastructure will be done by the GBS for the identified Horticultural Activities.
- All buyback arrangements will be responsibility of the GBS

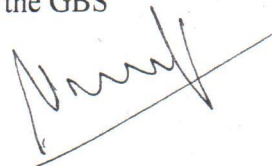


DIRECTOR

Experiment Station

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

MONTNAGAR-263145 (U.S. Nagar)



### Proposed Area For Activity

#### **University's Horticulture Farm – Dhakarani, Dehradun, Uttarakhand** (Land Area required Minimum 4.00 Ha. / 5.50 Ha. Max)

- Manure/ Media Sterilizing Units.
- Rain / Natural Spring Water Storage Tanks
- Seed germination chamber
- Induction of Plug Technology
- Cutting work Stations & Chambers
- Budding/ Grafting etc Work Station and Chambers,
- Hot Callus Equipment
- Budding/ Graft Recovery Chambers
- Acclimatizing Chamber
- Growth Chamber
- Nursery Mesh Sheds

#### **University's Horticulture Farm - Jeolikot Kumaon Uttarakhand** (Land Area required Minimum 2.00 Ha. / 2.50 Ha. Max)

- Manure/ Media Sterilizing Units.
- Rain / Natural Spring Water Storage Tanks
- Cutting work Stations & Chambers
- Budding/ Grafting etc Work Station and Chambers,
- Hot Callus Equipment
- Budding/ Graft Recovery Chambers
- Acclimatizing Chamber
- Growth Chamber
- Nursery Mesh Sheds

#### **Compensation and Benefits:**


GBS shall be responsible for any compensation or benefits to be provided to G. B. Pant University personnel and staff engaged in the work of GBS on terms to be decided mutually


#### **Term and Termination:**

In case the production unit remains defunct for more than 18 months due to default or ceases to function by mutual consent, the fixed assets will be returned to university at a consensually decided cost.

#### **Ownership**

GBS shall have all the rights on the physical Infrastructure created at University outstations, Progeny Orchards, SHCs etc. mentioned above, However, land and other facilities provided by the University on above sites will be under sole ownership of the University. The physical Infrastructure installed by the GBS may be dismantled & taken by GBS after the expiry and/or termination of this Joint Venture.

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



**Collaboration:**

The collaborative Horticultural activity will be managed by a committee designated as management Committee consisting of representatives of both the parties. The Management Committee will be headed by DES with the following composition:

1. Director Experiment Station- Chairman
2. OIC, Research Station- Member
3. Nominee of GBS- Member

**The Start of Horticulture Operation & Infrastructure Development**

The GBS will start the implementation of the Horticulture Activities after the signing of the MOU.

**Marketing:**

The marketing of the end product will be done by the GBS and University both

**Losses**

Any loss in this venture will be the liability of the GBS.

**General Provisions:****A. Force Majuro:**

Except for the obligation to pay monetary dues and owing, neither party shall be liable for any delay or failure in performance due to events outside the defaulting party's reasonable control including without limitation acts of God, earthquake labor disputes, shortage of supplies, riots, war, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of excused party shall be extended on a day to day basis for the time period equal to the period, of the excusable delay. All labor issues engagement terms and remuneration of all employees will be the responsibility of GBS based on mutual terms conditions.

**B. Waiver:**


No. waiver of any right or remedy on one occasion by either party shall constitute a subsequent waiver of such right or remedy on any other occasion.

**C. Assignment:**

This agreement is not assignable by GBS, in whole or in part. Any attempted assignment will be null and void.

**D. Attorney's Fees :**

If any suit or proceeding relating to this Agreement, the prevailing party shall have the light to recover from the other its costs and reasonable fees and expenses of attorneys, accountants and other professionals incurred in connection with the suit, or proceeding.

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



#### E. Security:

If any provisions of this agreement are held invalid, illegal, or unenforceable, the validity legality and enforceability of other provisions will not in any way be affected or impaired.

#### G. Relationship

This Agreement only creates joint venture between the parties and neither GBS nor its employees shall be deemed to be a legal representative, agent, or employees or University, Neither party has neither the right nor the authority to, and shall not assure or create any obligations of any nature on behalf of the other party or bind the other party in any interest.

#### H. Modification of Agreement:

This Agreement may only be modified by a written document executed by the University & GBS.

#### I. Superceding of Previous Communications and Agreements:

This agreement is complete between the parties concerning the subject matter of this Agreement and replaces any prior Program-related oral or written communications between the parties. Previous Agreements or communications not concerning the subject matter of this agreement are not amended or affected in any way by this agreement.

#### Arbitration:

Any dispute arising during the Horticultural Join Venture Activities, would resolved by the Vice Chancellor as an arbitrator. The decision of the Vice Chancellor would be final and binding upon both the University and GBS.

Effective Date: - 21.12.2005

**G.B. Pant University of Agriculture & Technology (University)**

Signature

**Dr. Basant Ram,**

Director Experiment Stations

Nominee of Vice - Chancellor

G.B.Pant University of Agriculture & Technology (University)

**DIRECTOR**

Experiment Station

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

**Genetic Biotech Seedlings (GBS)**

Signature

**Vijay Kumar Garg Technical**

Authorized by Proprietor

Genetic Biotech Speedlings (GBS)

COMPTROLLER  
Signature  
G.B. Pant Univ. of Agric. & Tech.  
PANTNAGAR-263145 (U.S. Nagar)  
MS. Krishna Runkali  
Comptroller

G.B. Pant University of Agriculture & Technology  
Pantnagar - 263 145 Distt. Udham Singh Nagar (Uttaranchal)



उत्तरांचल UTTARANCHAL

380809

**MEMORANDUM OF UNDERSTANDING for cooperation between Institute of Food Security (FCI), Gurgaon and Govind Ballabh Pant University of Agriculture & Technology, Pantnagar**

**Memorandum of Understanding** Joint Venture Partnership between G.B. Pant University of Agriculture and Technology, Pantnagar, UA, India, here in after called as the "University" and Institute of Food Security (FCI) Gurgaon, Haryana here in after called as the "IFS." It is signed/made at Pantnagar "Between" G.B. Pant University of Agriculture & Technology, Pantnagar UA, India (Represented by Dr. Basant Ram, (Director Exp. Stations) and the Comptroller as signatory while Dean, CABM and Dean PGS as witnesses from the university site and Executive Director, FCI, Director IFS and General Manager (Uttaranchal Region) as signatory while AGM, IFS, Area Manager, Haldwani and AGM (QC), Dehradun as witnesses.

Name of the Partnership: Capacity building in management of Food Grains.

**Preamble:** Research and innovation are drivers of economic and social prosperity and are keys to long term food security and its sustainability. Significant study and research is already being conducted in India by various organizations. However, a more concentrated and collaborative approach is required for the benefit of overall national food security. This MOU is an attempt to develop research collaborations and educational and training programs that will serve IFS's mission of establishing it as a knowledge hub in the area relating to Food Security Management of the country and will provide G.B. Pant University with unique research and educational opportunities related to food security. It will strongly link and partner FCIs ability with national and international research, development and business organizations whose work is important to India's sustained food security.

a

Signature

Signature

The G.B. Pant University of Agriculture and Technology, Pantnagar which is the first and foremost State Agriculture University of the country has played a flagship role towards attainment of food self sufficiency of the country leading to success of green revolution in Indian sub continent through excellence in teaching, research and extension in agriculture, technology and allied sciences. Since its establishment in 1960 the university gained a vast experience in human resource development through launching various programmes of formal and informal education in the Agricultural Sector.

**Purpose of MOU:** The intent of this Memorandum of Understanding (MOU), and subsequent binding agreements, is to define how the Institute of Food Security and the G.B. Pant University will work together for the collaborative management and delivery of techniques for post harvest management of food grains with their joint effort. Through this understanding, the two institutions will be able to collaboratively and cooperatively focus resources on common areas of research, product and process development, commercialization, knowledge development and transfer, and education and training.

**Definitions:** Agro Food Sector: For the purpose of this MOU the food grains will represent the agro food sector.

National Food Security: It means accessibility of all Indians without any discrimination to food grains at affordable prices.

**Implementation Framework:** This would be worked out after signing of the MOU by the project Implementation Committee.

#### **Modalities of implementation**

1. Following the conclusion of this MOU, the Two Parties undertake to establish a Joint Committee through which they will
  - Formulate specific technical cooperation project proposals in the areas outlined above.
  - Mobilize resources for the implementation of projects.
  - Review and assess the implementation of this MOU,
  - Consider such revisions to this MOU as may be deemed appropriate.
2. The Joint Committee shall meet once a year, alternatively in Gurgaon and Pantnagar or at any location which may be mutually agreed. The first meeting will be convened in 2006.
3. Any divergences of interpretation of this Memorandum arising in the course of implementation should be resolved through consultation, or by other mutually agreeable means.
4. The areas of focus will be Quality Control, Standardization of foodgrains, Value adding process of foodgrains, and Scientific Preservation of foodgrains.
5. Work in research, product and technology dissemination, education, policy and economics, food safety, environment, knowledge transfer and commercialization could be undertaken in and across these four areas of focus.

#### **Partners' Responsibilities:**

1. To develop and deliver education, training, research, process development, and knowledge transfer programs to meet the human resource needs of the agri-food sector;
2. Joint Programs will be designed and implemented to deliver on current research and growth strategies. These programs will be designed, implemented and resourced in a manner that is clearly aligned to short and long-term challenges of national food security and related issues.
3. The University will organize education, research and training programme for the personnel and other stakeholders of IFS/FCI on mutually agreed terms and conditions. In turn the IFS/FCI will provide all logistic help to students and the faculty of the university taking research and training assignments of IFS/FCI on mutually agreed terms and conditions.

4. Both partners will invite and inform each other in the organization of workshops/seminars/brain storming session related to aspects of national food security.
5. To align some of the agricultural science, agro-food, and bio-products research programs of the University and, through their combined efforts and resources, establish a internationally-recognized research program based on scientific excellence that deliver new technology, products, processes and knowledge valuable to development of food security system.
6. To establish partnerships in collaborative research, product and process development and their commercialization, technology and knowledge transfer and education and training with third parties, within the multi-ministry, and other related organizations. The resource and revenue sharing will be carried out on mutually agreed term and conditions.

#### **Cooperation in other areas**

**I. Statistics:** To improve institutional capacity for foodgrains related statistics on the basis of international standards and will strengthen information sharing between the partners.

#### **II. Areas of HRD**

1. To improve the needs identification and planning process for courses.
2. To link training to the FCI's longer-term staff development programme.
3. To strengthen the training capacity of the training institutions.
4. To promote greater interaction between the faculties of the two institutions.

#### **Terms and Conditions**

- This MOU enables the parties to negotiate the development of binding agreements that lay out specific outcomes deliverables, resource commitments, accountabilities, governance and operations.
- The binding agreements will be adjusted in the future to incorporate other Foodgrains management related organizations and Institutes to incorporate private and public sector partners on future programs.

#### **Project Implementation Committee**

- The Dean, PGS, Director Experimentation Station of GBPUA&T and Executive Director (G) FCI and Director. IFS will constitute the Project Implementation Committee to guide implementation of the MOU through the development of the binding agreements.
- The Project Implementation Committee will establish a working group to handle the detailed work that will be required in negotiating and developing these agreements. The Committee will review the progress made under the MOU on six monthly basis.

**Relationship:** This MOU only creates partnership between the parties and neither GBS nor its employees shall be deemed to be a legal representative, agent, or employees or University, Neither party has neither the right nor the authority to, and shall not assure or create any obligations of any nature on behalf of the other party or bind the other party in any interest. Any dispute arising would be resolved by the Vice Chancellor and Executive Director, FCI.

**Starting Date:** December 21, 2005

*as*

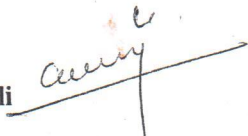
*as*


*as*

*as*

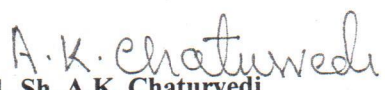
Signatories of MOU


University side

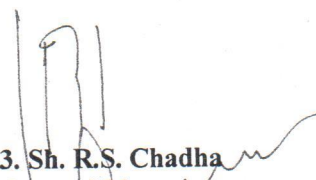
  
1. Ms. Krishna Ronkali  
Comptroller  
G.B. Pant University of Agri. and Tech.,  
Pantnagar-263 145

  
2. Dr. Basant Ram  
Director Experiment Station  
G.B. Pant University of Agri. and Tech.,  
Pantnagar-263 145


IFS (FCI) Side

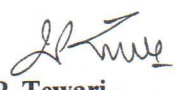
  
1. Sh. A.K. Chaturvedi  
Executive Director  
Food Corporation of India

  
2. Sh. R.C. Choudhary  
Director  
Institute of Food Security  
Gurgaon, Haryana

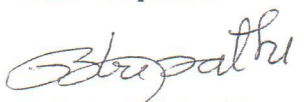
  
3. Sh. R.S. Chadha  
General Manager,  
Uttaranchal Region,  
Food Corporation of India


Witnesses

  
1. Dr. V.P.S. Arora  
Dean, CABM  
G.B. Pant University of Agri. and Tech.,  
Pantnagar-263 145

  
2. Dr. J.P. Tewari,  
Dean, PGS. and Registrar  
G.B. Pant University of Agriculture and Technology  
Pantnagar-263 145

  
1. Sh. B.S. Bhati  
Area Manager  
Haldiwani  
Food Corporation of India

  
2. Brijesh Tripathi  
A.G.M. , IFS  
FCI, Gurgaon

  
2. Sh. Ram Pal Singh  
A.G.M. (QC)  
Food Corporation of India  
Dehradun