



INDIAN COUNCIL OF AGRICULTURAL RESEARCH
Krishi Bhavan, Dr. Rajendra Prasad Road, New Delhi 110 001

F.No.8(9)/2016-Cdn. Tech.

Dated the 6th January, 2017

To

VCS to all SAUs/CAUs.

Subject: Umbrella Memorandum of Understanding (UMoU) between the Indian Council of Agricultural Research and Host Institutions.

Sir,

A copy of final Draft of Umbrella Memorandum of Understanding (UMoU) between the Indian Council of Agricultural Research and Host Institutions, as approved by Secretary (DARE) and Director General (ICAR), is enclosed. It is requested to send the Umbrella MoU with the undated signatures on each page on the left side of the MoU so that the same could be got signed from the competent authority in ICAR. The effective date of MoU will be the date when the authorized signatory from ICAR signs the MoU.

An early action in this regard would be gratefully acknowledged.

(S.P. Kimothi)
Assistant Director General (TC)
Tele. 23073124

Copy, alongwith a copy of draft UMoU, to:

1. All DDGs, ICAR
2. ADG (IPTM)/ ADG (PIM)/ ADG (NASF)
3. Director (Fin.), ICAR

Copy for information to:

1. PSO to Secretary (DARE) & DG (ICAR)
2. PPS to AS & FA (DARE/ICAR)
3. PPS to AS (DARE) & Secretary (ICAR).

(S.P. Kimothi)
Assistant Director General (TC)
Tele. 23073124

1/8/2017

Brahm Prasad

6/1/2017

**UMBRELLA MEMORANDUM OF UNDERSTANDING BETWEEN ICAR AND
HOST INSTITUTIONS**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE INDIAN COUNCIL OF
AGRICULTURAL RESEARCH AND THE
.....(HOST INSTITUTION) IN
RESPECT OF ALL INDIA COORDINATED RESEARCH PROJECT/ REVOLVING
FUND/ ANY OTHER SUCH SCHEMESANCTIONED BY ICAR.**

The Indian Council of Agricultural Research herein after called "Council" and the herein after called "Host Institution (State Government/Agricultural University/NGO/ other grantee institutions)" agree to co-operate in conducting research through All India Coordinated Research Projects (AICRPs) / Revolving Fund Scheme / and any other such schemes funded/ sanctioned by the Council under various schemes to the Host Institution from time to time at specified location(s) under the specified Supervisor/Principal Investigator/Leader of the Host Institution.

In order to achieve the objective set out in the Project within the targeted time, the Council and the Host Institution agree to follow the following terms and conditions:

(A) Funding by ICAR

ICAR will fund the projects to host Institution for the following components:

1. The grant will not be regarded as a subvention towards the normal work of the State Agriculture or Animal Husbandry Department or of the University or Institution, but will be exclusively utilized for the scheme for which it has been sanctioned.
2. Salaries of the scientific, technical, administrative and finance as approved under the project under 'Grant-in-Aid' Salaries. This may include the revised salary of the staff taking in to consideration the promotion of staff during the period of the EFC, as approved by ICAR.
3. Travelling allowances as per the sanctioned financial provision of the project.
4. Budget approved in the project under 'Grant-in-Aid-Capital' and 'Grant-in-Aid-General' towards meeting of expenditure for procurement of equipments etc. as well as other recurring expenditures such as Research/ Operational / Administrative expenses.
5. ICAR will restrict the grant for the salaries of the scientific, technical and other staff provided in the scheme/project, to the specific positions sanctioned in the project, and difference, if any, on account of their promotion/assessment/financial up-gradation would be borne by the Host Institution, if not provided in the financial sanction of the project.
6. Funding in AICRP will be 75:25 between ICAR and Host Institution for the net financial requirement of AICRP for items from (2) to (4) above. However, keeping in view the fact the scientific/ technical staff that are engaged in the Project, get promotion/ assessment in a time bound manner, Council will release the fund for their enhanced pay and allowances, if sanctioned in the EFC and their retention is in the interest of the project and necessary budgetary allocation is there. For this, it would be imperative to fix a sunset date for each project.

7. The staff engaged in the projects may be adjusted by the Host Institution in their other projects, once the ICAR project attains the sunset date and there will no financial liability of ICAR on this account thereafter.

(B). Role of Host Institution

- i) The scientific staff provided exclusively for the project at the Council's cost would be utilised exclusively for the project work. However, in exceptional cases, they may be engaged for teaching or guiding research. While doing so, it may be ensured that implementation of the project work should not suffer. Such engagements should in no case be at the cost of the project work and would not exceed 25% of the time of the scientist. In case of any absorption/ termination of services of the project staff after the completion/ termination of the project work, it would be the sole responsibility of the Host Institution and at their full cost.
- ii) To effectively implement the project within six months from the date of the sanction of the project by the council.
- iii) Before a scheme is started and the staff required therefore is appointed, the officer responsible for the administration of the scheme will ensure that the requisite facilities by way of suitable and irrigation and drainage, arrangements for cultivation, animals for experimentation (in the Animal Science Schemes), equipment and apparatus and other related facilities are available at the commencement of scheme and at the appropriate times thereafter.
- iv) Change of Supervisor/ Principal Investigator/ Leader would invariably be avoided. However, in exceptional cases, such changes may be agreed to, only after the approval of the Council.
- v) The Host Institution would ensure the satisfactory progress of work under the project as per the approved technical programme. In the event of unsatisfactory progress of work, the Council would reserve the right to withdraw the sanction of the project with an advance notice of three months.
- vi) To provide skilled and unskilled labour as and when required for the project work and provision of the same be made in the project.
- vii) To provide and allow the project Supervisor/ Principal Investigators/ Leader to interact and exchange scientific materials, techniques, technologies, literature etc., to other Research Centres within the State as well as outside the state and to all others, once specifically asked for by the Council.
- viii) The grantee institution shall give every assistance and cooperation to the project Coordinator (Zonal Coordinator) Technical Project Leaders, etc. to enable them to discharge their function fully and freely. The grantee Institution shall also agree to perform other service, especially in support of the research work under a coordinated research project, such as testing and evaluation of research material findings at the other experimental stations under the control of the grantee institution
- ix) To permit the scientific staffs to attend relevant Workshop, Seminars, Symposium, Conferences, Group Meetings, etc., organized by the Council/ Host Institution as per mandate of the project.
- x) To provide full financial powers to Supervisor/ Principal Investigator/ Leader of the project.
- xi) The final report of the project (with requisite copies) would be submitted to the Council within three months from the date of the closure of the Project and final settlement of accounts would be made within three months (six months from the closure of the project) from the date of the final submission of the accounts and acceptance of the final report. Along with the final report, a note on salient achievements of the project since inception would also be submitted.

- xii) The grantee institution shall also ensure that research work included under the coordinated-projects is not duplicated outside the project at any centre under the jurisdiction of the grantee institution unless special circumstances warrant this and unless the Council gives specific approval.
- xiii) The grant paid by the Council shall be refunded by the State Government/Agriculture University or other grantee institution if and when the grantee concerned discontinue scheme midway on its own or does not follow the detailed technical programme laid down and approved by the Council.
- xiv) The members of staff on the research projects/schemes will for all practical purposes be treated as employees of the grantee institution, form part of the approved cadres thereof and will be subject to the administrative control of that institution. In case of coordinated research project, the Project Coordinator and other staff of the coordinating unit of the project will be recruited by the Council while the other staff employed in the project/centre in a grantee institution shall be appointed by the institution according to the respective recruitment rules but conforming to the minimum qualifications laid down by the Council.
- xv) Before a scheme is started and the staff required therefore is appointed, the officer responsible for the administration of the scheme will ensure that the requisite facilities by way of suitable and irrigation etc. arrangements for cultivation, animals for experimentation (in the Animal Science Schemes), equipment and apparatus are available at the commencement of scheme and at the appropriate times thereafter.
- xvi) The staff on the project/scheme should be chosen by selection and the normal recruitment rules and procedures applicable to the grantee institutions may be followed. In case of recruitment of staff, for all positions corresponding in status to Class II and above, the Council shall have the right to nominate its representative to assist the Selection Committee. In order to avoid unnecessary correspondence, such requests for nomination of representative of the Council should be sent to the Council at least a month in advance and the week in which the Selection Committee is likely to meet should invariably be indicated.
- xvii) A scheme may not be considered as having been started from the stand-point of incurring of expenditure unless the senior scientific staff provided is recruited and is in position within six months, or alternatively, unless a senior officer of the State Department of Agriculture/University concerned takes in writing, the personal responsibility for guiding the work under the scheme at least till the senior scientific staff under the scheme comes into position. As far as possible, the necessary important equipments, apparatus, etc. should be available at the time the staff on the Project/Scheme is appointed.
- xviii) The State Government/Agricultural University/Other grantee institution shall ensure that if the officer-in-charge of the scheme leaves the scheme to take up any other employment during the currency of the scheme, he invariably leaves behind a report on the work done by him for the relevant period and all data and connected physical or biological materials to enable his successor or to compile a complete report at the end of the year.
- xix) The institution(s) operating the ICAR scheme shall be required to submit to the Council a fiscal and technical report in September and March of each year on the prescribed proforma. In the case of All-India Coordinated Research Projects, the report should be sent to the Project Coordinator in August and February, with a copy to the Council so as to enable the Coordinator to send the consolidated report by September/March of each year. The annual report on the work done during each year and a final report on the termination of the scheme/project with the requisite number of printed copies thereof should be submitted to the Council. The final reports must be received in the Council within three months of the termination of the Scheme. No

extension of the scheme will be granted for the purpose of writing up of the final report. The remittance of funds for the scheme/project will be withheld by the Council in the event of annual progress reports of the scheme not being received by the Council on the prescribed date and also in case they are found to be un-satisfactory.

(C).Financial and Accounting Procedures

1. Release of funds to the Host Institution as per the schedule specified here after subject to the satisfactory progress report(s) of the project work.
2. The grant releases would be made as per the provisions of following GFR 212(1)Rules and amendments made to it from time to time.

In respect of non-recurring grants to an Institution or Organisation, a certificate of actual utilization of the grants received for the purpose for which it was sanctioned in Form GFR 19-A, should be insisted upon in the order sanctioning the grants-in-aid. The Utilization Certificate in respect of grants referred to in Rule 209 (6) should also disclose whether the specified, quantified and qualitative targets that should have been reached against the amount utilised, were in fact reached, and if not, the reasons therefor. They should contain an output based performance assessment instead of input based performance assessment. The Utilization Certificate should be submitted within twelve months of the closure of the financial year by the Institution or Organisation concerned. Receipt of such certificate shall be scrutinised by the Ministry or Department concerned. Where such certificate is not received from the grantee within the prescribed time, the Ministry or Department will be at liberty to blacklist such Institution or Organisation from any future grant, subsidy or other type of financial support from the Government. This fact should also be put on the website referred to in the Note under Rule 209 (1) above. In respect of recurring grants, Ministry or Department concerned should release any amount sanctioned for the subsequent financial year only after Utilization Certificate in respect of grants of preceding financial year is submitted. Release of grants-in-aid in excess of fifty per cent of the total amount sanctioned for the subsequent financial year shall be done only after the annual audited statement relating to grants-in-aid released in the preceeding year are submitted to the satisfaction of the Ministry/Department concerned. Reports submitted by the Internal Audit parties of the Ministry or Department and inspection reports received from Indian Audit and Accounts Department and the performance reports if any received for the third and fourth quarter in the year should also be looked into while sanctioning further grants.

3. While releasing grant for the second year and onwards to the sanctioned budget, ICAR would adjust the unspent balance of the previous year, if the same is not refunded.
4. The Host Institution will maintain one bank accounts(s) for all the ICAR funded schemes sanctioned by the Council, however, separate ledgers and accounts be maintained for each ICAR funded schemes.

5. The grants would be released quarterly (as per approved MEP of ICAR by MOF). The first instalment of grants would be released by the Council within one month from the date of the issue of the sanction. The release of second and subsequent instalments would depend on the request made and receipt of accounts (UC/AUC) in the council and on satisfactory half yearly and annual progress reports received, assessed and certified.
6. **Audit Mechanism:**
 - a. **Internal Audit:** The books of accounts and other records of the Host Institution would be open for Internal Audit by ICAR/ agency empanelled by ICAR for conduct of Internal Audit.
 - b. **External Audit:** The expenditure incurred from the grant will be audited by the Statutory Auditors *viz.* Zonal Office of Director General of Audit/ Principal Director of Audit (Central Expenditure/ Central Revenue). Till such time the audit is conducted by the Statutory Auditors, the audit may be got conducted from CA firms and AUC provided to the Council for release of funds. Funds up to 75% of the budget provision in a year can be released on the basis of UC to be issued by Comptroller of the SAU. However, funds beyond 75% would be released only on receipt of Audited Utilization Certificate (UC/ AUC) for the previous year issued by CA firms/ Statutory Auditors as the case may be. Format of AUC is enclosed (Annexure-I).

(D). Physical Assets and Immovable/ movable property

1. The immovable/movable property, such as vehicle/ equipment/ implement/ farm machinery etc. purchased at the cost of the Council would be the sole property of the Council. However, depending on its utility in the Host Institution and commensurate with the value, vision and promotional goal of the Council for further research, the same may be allowed by the Council on request to be retained by the Host Institution even after the termination of the project after obtaining approval of ICAR may be obtained.
2. In case of Centre run by NGO, the non-recurring items purchased under the AICRP/ AINP granted by ICAR will have to be returned to the Council after the termination of the project. In case approval for shifting is obtained from ICAR, then proper stock accounts should be maintained and inventory list of equipment purchased out of the grant paid by the Council should be sent to the Council immediately after the closure of the financial year.
3. The equipment and apparatus, if any, purchased out of the grant given by the Council from time to time shall remain the property of the Council. In case approval for shifting is obtained from ICAR, then proper stock accounts should be maintained and inventory list of equipment purchased out of the grant paid by the Council should be sent to the Council immediately after the close of the financial year.
4. The Stock Register maintained for the purpose should be shown to the auditors for applying the necessary check with reference to the grant paid by the Council. Equipments such as air-conditioners, refrigerators exhaust fans, furniture, steel almirahs, type-writers etc., should not be purchased out of Council's grant unless specially sanctioned by the Council as an item of expenditure.

The grantee may take over at the end of the Scheme:-

- (a) Consumable stores at their cost price and
- (b) Equipments at their depreciated cost

The value of consumable stores and equipments arrived at on the above basis should be communicated to the council within a month after the termination of the scheme.

(E). Development, Evaluation and Distribution of Genetic Materials

- i) In the case of All-India Coordinated Crop Improvement Projects, in which Central Research Institutes, Agricultural universities and State Departments of Agriculture participate co-operatively, the Central Variety Release Committee will be the only authority for officially approving the release of variety/hybrid, developed under the co-ordinated project, for cultivation in more than one state. However for cultivation in a single State, it may be proposed to SVRC of respective states after taking permission from AICRP.
- ii) The nucleus seeds/seeds of parental lines, etc. of the OPV varieties/hybrids developed under the All India Coordinated Crop Improvement Projects may be produced by the Host and the co-operating institution(s) and distributed within the country or abroad in accordance with the directions which may issue from the Council from time to time. The overall responsibility for the production & distribution of the nucleus seed will be responsibility of the host institute.
- iii) The material of any further experimental use produced/ developed under the project would be available for research within the Host Institution and in the National Agricultural Research system in the country. However, the produce in excess of the research requirements would be disposed of by the Host Institution in the manner it deems fit and sale proceeds would be credited to its account(s).
- iv) Institutions or scientists participating in the All India Coordinated Crop Improvement Projects shall not give premature publicity through the medium of the Press, radio, television or any other medium, about the new varieties or plant materials until these are approved by the concerned workshop and subsequently by the Central Variety Release Committee.
- v) In the case of plant breeding schemes, a nucleus seed (seeds of highest level of purity) will be maintained at the Station where work is carried out. The grantee will make available to the ICAR all seed stocks, foundation seeds, microbial cultures as well as animals in animal husbandry programmes, for free interchange with other cooperating institutions/stations within the country. The State Government/Agricultural University/ other grantee institution will allow direct exchange of seed and also permit direct correspondence between the institutions participating in the scheme/project. Due recognition will be given to the originator of strains/varieties, or to results of research when they are found to be scientifically usefully sound or worth publishing for extension purposes following highest level of scientific ethics.
- vi) Exchange of research material (plant, animal, microbe, soil samples, etc.) with agencies, institutions, and individuals outside India, either for experimental or commercial purposes, shall be channelled solely through the Project Coordinator in the case of Coordinated Research projects, or through the Indian Council of Agricultural Research in the case of other schemes. The Project Coordinator, or the Council as the case may be, will route the material through the Director, NBPGR/Bureaus. In any event the law of the land including Biological Diversity Act/rules and guidelines of National Biodiversity Authority of India need to be followed with utmost care.
- vii) In case of the requirement by the partnering Institution, the Host Institute shall be bound to share the requested material.

(F). Higher education by research workers and data management

The following procedure shall be followed for the utilization of the data collected in the schemes by Research Workers (including Research Scholars) for obtaining higher degrees or diplomas:

- i) Every incentive should be given to research workers for obtaining higher degrees through their research work, provided there is no deviation from the programme of work approved for them.
- ii) Prior approval of the Council should be obtained before permission is granted to a research worker to utilise the data collected by him during his work in a scheme for submitting a thesis for higher degrees.
- iii) In order to avoid rival claims in the case of schemes wherein several research workers work as a group, a certificate should be furnished to the Council by the Officer-in-charge of the scheme to the effect that the worker who is proposing to utilize the data is the best one to do so from amongst them. While doing so Officer-in-charge need to observe that the highest level of scientific ethics is followed.
- iv) Before a thesis is submitted to a University or Institution for the award of a degree or diploma, either the thesis or a synopsis thereof (with appendix of the unpublished material) should in the first instance, be submitted to the Council with a certificate from the Officer-in-Charge of the scheme regarding the suitability of the thesis for the purpose of obtaining higher degree or diploma.
- v) No thesis or synopsis should be submitted by a Research worker to a University or Institution before the necessary permission thereof has been granted by the Council.
- vi) The acknowledgment of the help rendered by the Council in carrying out the investigations should be made in the thesis by the Research Workers.
- vii) The Officer who supervises a scheme cannot claim the research work as his own or utilise the results thereof for obtaining higher degrees or diplomas. He need to observe the highest level of scientific ethics.

(G). Timely Submission of Annual & Completion Reports

An annual report on the work done during each year and a final report on the completion of the scheme/project with the requisite number of printed or cyclostyled copies thereof should be submitted to the Council. The final reports must be received in the Council within three months of the closure of the Scheme. No extension of the scheme will be granted for the purpose of writing up of the final report. The remittance of funds for the scheme/project will be withheld by the Council in the event of annual progress reports of the scheme not being received by the Council on the prescribed date and also in case they are found to be un-satisfactory.

(H). Revenue Generation

The revenue generated from the projects/ programmes may be distributed in the ratio of ICAR (75%) and Host Institution (25%) in case of AICRP and AINP projects and 100% (ICAR) in other projects. Revenue generated in the project may either be refunded to ICAR or be adjusted in the next year's release. In case, the revenue is earned in the preceding year of the project, such revenue would invariably be refunded to the ICAR by the Host Institution.

(I). Credit Sharing to ICAR

- i) The Council will have the right to publish the results of the investigations in its own journals before they are published elsewhere. Permission may, however, be accorded by the Council at the discretion of the Director General, ICAR for publication elsewhere, due acknowledgement being made in such cases to the Council. Publications may be joint, or independent, as may be agreed upon between the research workers and the project Coordinator in consultation with the Deputy Director General, ICAR and the Director of Agriculture Research of the State/University concerned. However the authorship(s) of publication(s) will be as per the highest level of ethics followed globally.
- ii) The Council, shall have the right to own the IPRs/ patents in respect of the inventions/discoveries made under the scheme/project. The income from premium and royalties accruing to the Council from the commercialization of patents shall be shared between the Council and the inventor/inventors concerned in the ratio of 40 percent to the Council and 60 per cent to the inventors.

(J). Intellectual Property Rights and their management:

In the existing and likely Intellectual Property Regime, techniques, technologies, materials etc. developed/ refined of any immediate or likely commercial value would be the joint property of the Council and the Host Institution. However, the Intellectual property claims/formalities would be filed/made by the Host Institution. For this purpose, view of the ADG (IP &TM), ICAR shall be obtained through the concerned Project Coordinator. The Scientific data /biological material generated from the scheme shall be documented/stored and shall be made available to the Council by the grantee Institute on demand.

(K). VALIDITY/ TERMINATION:

The State Government/Agricultural University/other grantee institution shall ensure that all available specimen including cultures collected for research during the operation of the scheme are handed over by the Officer-in-Charge of the scheme to a responsible Central/State/ICAR officer or an officer of a Central Research Institute nominated for the purpose by the Council, for preservation and future study.

In case of any dispute arising between the Council and the Host Institution, the same shall be referred to the sole arbitrator to be appointed by the Council. The decision of the sole arbitrator so appointed shall be final and binding on both the parties.

This Memorandum of Understanding shall become effective from _____ and would terminate only after a three months' advance notice given by either of the parties i.e. the Council and the Host Institution.

Signature
Host Institution

Signature
Indian Council of Agricultural Research

Form of Utilization Certificate & Audit Utilization Certificate

| S.No. | Letter No. and Date | Amount |
|-------|---------------------|--------|
| | | |
| | | |

1. Certified that the out of Rs. _____ sanctioned during the year _____ in favour of _____ under this Ministry/Department letter No. given in the margin and Rs _____ on account of unspent balance of the previous year, a sum of Rs. _____ has been Utilized for the purpose of _____. Remaining unutilized at the end of the year has been surrendered (vide No. _____, dated _____)/will be adjusted (to be payable the next year)
2. Certified that I have satisfied myself that the condition on which the expenditure was made have duly fulfilled/are being fulfilled and that I have exercised the following check to see that the money was actually utilized for the purpose for which it was sanctioned.

Kinds of checks exercised

1

2

Table 1: Showing the details of receipt and expenditure

| Figure (in Rupees) | | | | | |
|---|---------------------|--------------------------|----------------------------------|---|---|
| Opening balance as on 1 st April | Remittance received | Total Revenue Generation | ICAR Share of Revenue Generation | ICAR share of Expenditure during the year | Closing balance as on 31 st March (Grants+Revenue) |
| 1 | 2 | 3 | 4 | 5 | 6 (1+2+4-5) |
| | | | | | |
| | | | | | |

The remittance as indicated in col. No.2 are as per ICAR's letter No. _____ dated _____.

Table 2: Showing the head wise details of expenditure

Figure (in Rupees)

| Details of Expenditure | | | | |
|-----------------------------------|-------------------------|-------------------------------|-----------------|-------------------|
| Head | Allocation for the year | ICAR share of Expenditure 75% | State share 25% | Total Expenditure |
| 1 | 2 | 3 | 4 | 5 |
| Grant in Aid –Capital | | | | |
| 1.Equipment | | | | |
| 2.Works | | | | |
| 3.Vehicle | | | | |
| 4.Furniture & Fixtures | | | | |
| 5.Books & Journals | | | | |
| B.Grant in Aid – Salaries | | | | |
| 1.Pay & Allowances | | | | |
| C.Grant in Aid – General | | | | |
| 1.T.A. | | | | |
| 2.Research & Operational Expenses | | | | |
| 3.Administrative Expenses | | | | |
| 4.Misc. expenses including HRD | | | | |
| Total (A + B +C) | | | | |

The figure in col. No.2 may be shown as communicated by Project Coordinator under Annual Plan for the year.

Signature _____

Designation _____

Date _____

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HOST INSTITUTIONS**

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AGRICULTURAL RESEARCH AND THE
.....(HOST INSTITUTION) IN
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FUND/ ANY OTHER SUCH SCHEMESANCTIONED BY ICAR.**

The Indian Council of Agricultural Research herein after called "Council" and the
..... herein after called "Host Institution (Central
Agricultural University)" agree to co-operate in conducting research through All India
Coordinated Research Projects (AICRPs) / Revolving Fund Scheme / and any other such
schemes funded/ sanctioned by the Council under various schemes to the Host Institution
from time to time at specified location(s) under the specified Supervisor/Principal
Investigator/Leader of the Host Institution.

**In order to achieve the objective set out in the Project within the targeted time, the
Council and the Host Institution agree to follow the following terms and conditions:**

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1. The grant will not be regarded as a subvention towards the normal work of the State Agriculture or Animal Husbandry Department or of the University or Institution, but will be exclusively utilized for the scheme for which it has been sanctioned.
2. Salaries of the scientific, technical, administrative and finance as approved under the project under 'Grant-in-Aid' Salaries. This may include the revised salary of the staff taking in to consideration the promotion of staff during the period of the EFC, as approved by ICAR.
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6. Funding in AICRP will be 100% funded by ICAR for the net financial requirement of AICRP for items from (2) to (4) above. However, keeping in view the fact the scientific/ technical staff that are engaged in the Project, get promotion/ assessment in a time bound manner, Council will release the fund for their enhanced pay and allowances, if sanctioned in the EFC and their retention is in the interest of the project and necessary budgetary allocation is there. For this, it would be imperative to fix a sunset date for each project.

7. The staff engaged in the projects may be adjusted by the Host Institution in their other projects, once the ICAR project attains the sunset date and there will no financial liability of ICAR on this account thereafter.

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- xii) The grantee institution shall also ensure that research work included under the coordinated-projects is not duplicated outside the project at any centre under the jurisdiction of the grantee institution unless special circumstances warrant this and unless the Council gives specific approval.
- xiii) The grant paid by the Council shall be refunded by the State Government/Agriculture University or other grantee institution if and when the grantee concerned discontinues the scheme midway on its own or does not follow the detailed technical programme laid down and approved by the Council.
- xiv) The members of staff on the research projects/schemes will for all practical purposes be treated as employees of the grantee institution, form part of the approved cadres thereof and will be subject to the administrative control of that institution. In case of coordinated research project, the Project Coordinator and other staff of the coordinating unit of the project will be recruited by the Council while the other staff employed in the project/centre in a grantee institution shall be appointed by the institution according to the respective recruitment rules but conforming to the minimum qualifications laid down by the Council.
- xv) Before a scheme is started and the staff required therefore is appointed, the officer responsible for the administration of the scheme will ensure that the requisite facilities by way of suitable and irrigation etc. arrangements for cultivation, animals for experimentation (in the Animal Science Schemes), equipment and apparatus are available at the commencement of scheme and at the appropriate times thereafter.
- xvi) The staff on the project/scheme should be chosen by selection and the normal recruitment rules and procedures applicable to the grantee institutions may be followed. In case of recruitment of staff, for all positions corresponding in status to Class II and above, the Council shall have the right to nominate its representative to assist the Selection Committee. In order to avoid unnecessary correspondence, such requests for nomination of representative of the Council should be sent to the Council at least a month in advance and the week in which the Selection Committee is likely to meet should invariably be indicated.
- xvii) A scheme may not be considered as having been started from the stand-point of incurring of expenditure unless the senior scientific staff provided is recruited and is in position within six months, or alternatively, unless a senior officer of the State Department of Agriculture/University concerned takes in writing, the personal responsibility for guiding the work under the scheme at least till the senior scientific staff under the scheme comes into position. As far as possible, the necessary important equipments, apparatus, etc. should be available at the time the staff on the Project/Scheme is appointed.
- xviii) The State Government/Agricultural University/Other grantee institution shall ensure that if the officer-in-charge of the scheme leaves the scheme to take up any other employment during the currency of the scheme, he invariably leaves behind a report on the work done by him for the relevant period and all data and connected physical or biological materials to enable his successor or to compile a complete report at the end of the year.
- xix) The institution(s) operating the ICAR scheme shall be required to submit to the Council a fiscal and technical report in September and March of each year on the prescribed proforma. In the case of All-India Coordinated Research Projects, the report should be sent to the Project Coordinator in August and February, with a copy to the Council so as to enable the Coordinator to send the consolidated report by September/March of each year. The annual report on the work done during each year and a final report on the termination of the scheme/project with the requisite number of printed copies thereof should be submitted to the Council. The final reports must be received in the Council within three months of the termination of the Scheme. No

extension of the scheme will be granted for the purpose of writing up of the final report. The remittance of funds for the scheme/project will be withheld by the Council in the event of annual progress reports of the scheme not being received by the Council on the prescribed date and also in case they are found to be un-satisfactory.

(C) Financial and Accounting Procedures

1. Release of funds to the Host Institution as per the schedule specified here after subject to the satisfactory progress report(s) of the project work.
2. The grant releases would be made as per the provisions of following GFR 212(1) Rules and amendments made to it from time to time:

In respect of non-recurring grants to an Institution or Organisation, a certificate of actual utilization of the grants received for the purpose for which it was sanctioned in Form GFR 19-A, should be insisted upon in the order sanctioning the grants-in-aid. The Utilization Certificate in respect of grants referred to in Rule 209 (6) should also disclose whether the specified, quantified and qualitative targets that should have been reached against the amount utilised, were in fact reached, and if not, the reasons therefor. They should contain an output based performance assessment instead of input based performance assessment. The Utilization Certificate should be submitted within twelve months of the closure of the financial year by the Institution or Organisation concerned. Receipt of such certificate shall be scrutinised by the Ministry or Department concerned. Where such certificate is not received from the grantee within the prescribed time, the Ministry or Department will be at liberty to blacklist such Institution or Organisation from any future grant, subsidy or other type of financial support from the Government. This fact should also be put on the website referred to in the Note under Rule 209 (1) above. In respect of recurring grants, Ministry or Department concerned should release any amount sanctioned for the subsequent financial year only after Utilization Certificate in respect of grants of preceding financial year is submitted. Release of grants-in-aid in excess of fifty per cent of the total amount sanctioned for the subsequent financial year shall be done only after the annual audited statement relating to grants-in-aid released in the preceding year are submitted to the satisfaction of the Ministry/Department concerned. Reports submitted by the Internal Audit parties of the Ministry or Department and inspection reports received from Indian Audit and Accounts Department and the performance reports if any received for the third and fourth quarter in the year should also be looked into while sanctioning further grants.

3. While releasing grant for the second year and onwards to the sanctioned budget, ICAR would adjust the unspent balance of the previous year, if the same is not refunded.
4. The Host Institution will maintain one bank accounts(s) for all the ICAR funded schemes sanctioned by the Council, however, separate ledgers and accounts be maintained for each ICAR funded schemes.

5. The grants would be released quarterly (as per approved MEP of ICAR by MOF). The first instalment of grants would be released by the Council within one month from the date of the issue of the sanction. The release of second and subsequent instalments would depend on the request made and receipt of accounts (UC/AUC) in the council and on satisfactory half yearly and annual progress reports received, assessed and certified.
6. **Audit Mechanism:**
 - a. **Internal Audit:** The books of accounts and other records of the Host Institution would be open for Internal Audit by ICAR/ agency empanelled by ICAR for conduct of Internal Audit.
 - b. **External Audit:** The expenditure incurred from the grant will be audited by the Statutory Auditors viz. Zonal Office of Director General of Audit/ Principal Director of Audit (Central Expenditure/ Central Revenue). Till such time the audit is conducted by the Statutory Auditors, the audit may be got conducted from CA firms and AUC provided to the Council for release of funds. Funds up to 75% of the budget provision in a year can be released on the basis of UC to be issued by Comptroller of the CAU. However, funds beyond 75% would be released only on receipt of Audited Utilization Certificate (UC/ AUC) for the previous year issued by CA firms/ Statutory Auditors as the case may be. Format of AUC is enclosed (Annexure-I).

(D). Physical Assets and Immovable/ movable property

1. The immovable/movable property, such as vehicle/ equipment/ implement/ farm machinery etc. purchased at the cost of the Council would be the sole property of the Council. However, depending on its utility in the Host Institution and commensurate with the value, vision and promotional goal of the Council for further research, the same may be allowed by the Council on request to be retained by the Host Institution even after the termination of the project after obtaining approval of ICAR may be obtained.
2. In case of Centre run by NGO, the non-recurring items purchased under the AICRP/ AINP granted by ICAR will have to be returned to the Council after the termination of the project. In case approval for shifting is obtained from ICAR, then proper stock accounts should be maintained and inventory list of equipment purchased out of the grant paid by the Council should be sent to the Council immediately after the closure of the financial year.
3. The equipment and apparatus, if any, purchased out of the grant given by the Council from time to time shall remain the property of the Council. In case approval for shifting is obtained from ICAR, then proper stock accounts should be maintained and inventory list of equipment purchased out of the grant paid by the Council should be sent to the Council immediately after the close of the financial year.
4. The Stock Register maintained for the purpose should be shown to the auditors for applying the necessary check with reference to the grant paid by the Council. Equipments such as air-conditioners, refrigerators exhaust fans, furniture, steel almirahs, type-writers etc., should not be purchased out of Council's grant unless specially sanctioned by the Council as an item of expenditure.

The grantee may take over at the end of the Scheme:-

- (a) Consumable stores at their cost price and
- (b) Equipments at their depreciated cost

The value of consumable stores and equipments arrived at on the above basis should be communicated to the council within a month after the termination of the scheme.

(E). Development, Evaluation and Distribution of Genetic Materials

- i) In the case of All-India Coordinated Crop Improvement Projects, in which Central Research Institutes, Agricultural universities and State Departments of Agriculture participate co-operatively, the Central Variety Release Committee will be the only authority for officially approving the release of variety/hybrid, developed under the co-ordinated project, for cultivation in more than one state. However for cultivation in a single State, it may be proposed to SVRC of respective states after taking permission from AICRP.
- ii) The nucleus seeds/seeds of parental lines, etc. of the OPV varieties/hybrids developed under the All India Coordinated Crop Improvement Projects may be produced by the Host and the co-operating institution(s) and distributed within the country or abroad in accordance with the directions which may issue from the Council from time to time. The overall responsibility for the production & distribution of the nucleus seed will be responsibility of the host institute.
- iii) The material of any further experimental use produced/ developed under the project would be available for research within the Host Institution and in the National Agricultural Research system in the country. However, the produce in excess of the research requirements would be disposed of by the Host Institution in the manner it deems fit and sale proceeds would be credited to its account(s).
- iv) Institutions or scientists participating in the All India Coordinated Crop Improvement Projects shall not give premature publicity through the medium of the Press, radio, television or any other medium, about the new varieties or plant materials until these are approved by the concerned workshop and subsequently by the Central Variety Release Committee.
- v) In the case of plant breeding schemes, a nucleus seed (seeds of highest level of purity) will be maintained at the Station where work is carried out. The grantee will make available to the ICAR all seed stocks, foundation seeds, microbial cultures as well as animals in animal husbandry programmes, for free interchange with other cooperating institutions/stations within the country. The State Government/Agricultural University/ other grantee institution will allow direct exchange of seed and also permit direct correspondence between the institutions participating in the scheme/project. Due recognition will be given to the originator of strains/varieties, or to results of research when they are found to be scientifically usefully sound or worth publishing for extension purposes following highest level of scientific ethics.
- vi) Exchange of research material (plant, animal, microbe, soil samples, etc.) with agencies, institutions, and individuals outside India, either for experimental or commercial purposes, shall be channelled solely through the Project Coordinator in the case of Coordinated Research projects, or through the Indian Council of Agricultural Research in the case of other schemes. The Project Coordinator, or the Council as the case may be, will route the material through the Director, NBPGR/Bureaus. In any event the law of the land including Biological Diversity Act/rules and guidelines of National Biodiversity Authority of India need to be followed with utmost care.
- vii) In case of the requirement by the partnering Institution, the Host Institute shall be bound to share the requested material.

(F). Higher education by research workers and data management

The following procedure shall be followed for the utilization of the data collected in the schemes by Research Workers (including Research Scholars) for obtaining higher degrees or diplomas:

- i) Every incentive should be given to research workers for obtaining higher degrees through their research work, provided there is no deviation from the programme of work approved for them.
- ii) Prior approval of the Council should be obtained before permission is granted to a research worker to utilise the data collected by him during his work in a scheme for submitting a thesis for higher degrees.
- iii) In order to avoid rival claims in the case of schemes wherein several research workers work as a group, a certificate should be furnished to the Council by the Officer-in-charge of the scheme to the effect that the worker who is proposing to utilize the data is the best one to do so from amongst them. While doing so Officer-in-charge need to observe that the highest level of scientific ethics is followed.
- iv) Before a thesis is submitted to a University or Institution for the award of a degree or diploma, either the thesis or a synopsis thereof (with appendix of the unpublished material) should in the first instance, be submitted to the Council with a certificate from the Officer-in-Charge of the scheme regarding the suitability of the thesis for the purpose of obtaining higher degree or diploma.
- v) No thesis or synopsis should be submitted by a Research worker to a University or Institution before the necessary permission thereof has been granted by the Council.
- vi) The acknowledgment of the help rendered by the Council in carrying out the investigations should be made in the thesis by the Research Workers.
- vii) The Officer who supervises a scheme cannot claim the research work as his own or utilise the results thereof for obtaining higher degrees or diplomas. He need to observe the highest level of scientific ethics.

(G). Timely Submission of Annual & Completion Reports

An annual report on the work done during each year and a final report on the completion of the scheme/project with the requisite number of printed or cyclostyled copies thereof should be submitted to the Council. The final reports must be received in the Council within three months of the closure of the Scheme. No extension of the scheme will be granted for the purpose of writing up of the final report. The remittance of funds for the scheme/project will be withheld by the Council in the event of annual progress reports of the scheme not being received by the Council on the prescribed date and also in case they are found to be un-satisfactory.

(H). Revenue Generation

The revenue generated from the projects/ programmes may be distributed in the ratio of ICAR (75%) and Host Institution (25%) in case of AICRP and AINP projects and 100% (ICAR) in other projects. Revenue generated in the project may either be refunded to ICAR or be adjusted in the next year's release. In case, the revenue is earned in the preceding year of the project, such revenue would invariably be refunded to the ICAR by the Host Institution.

(I). Credit Sharing to ICAR

- i) The Council will have the right to publish the results of the investigations in its own journals before they are published elsewhere. Permission may, however, be accorded by the Council at the discretion of the Director General, ICAR for publication elsewhere, due acknowledgement being made in such cases to the Council. Publications may be joint, or independent, as may be agreed upon between the research workers and the project Coordinator in consultation with the Deputy Director General, ICAR and the Director of Agriculture Research of the State/University concerned. However the authorship(s) of publication(s) will be as per the highest level of ethics followed globally.
- ii) The Council, shall have the right to own the IPRs/ patents in respect of the inventions/discoveries made under the scheme/project. The income from premium and royalties accruing to the Council from the commercialization of patents shall be shared between the Council and the inventor/inventors concerned in the ratio of 40 percent to the Council and 60 per cent to the inventors.

(J). Intellectual Property Rights and their management:

In the existing and likely Intellectual Property Regime, techniques, technologies, materials etc. developed/ refined of any immediate or likely commercial value would be the joint property of the Council and the Host Institution. However, the Intellectual property claims/formalities would be filed/made by the Host Institution. For this purpose, view of the ADG (IP &TM), ICAR shall be obtained through the concerned Project Coordinator. The Scientific data /biological material generated from the scheme shall be documented/stored and shall be made available to the Council by the grantee Institute on demand.

(K). VALIDITY/ TERMINATION:

The State Government/Agricultural University/other grantee institution shall ensure that all available specimen including cultures collected for research during the operation of the scheme are handed over by the Officer-in-Charge of the scheme to a responsible Central/State/ICAR officer or an officer of a Central Research Institute nominated for the purpose by the Council, for preservation and future study.

In case of any dispute arising between the Council and the Host Institution, the same shall be referred to the sole arbitrator to be appointed by the Council. The decision of the sole arbitrator so appointed shall be final and binding on both the parties.

This Memorandum of Understanding shall become effective from _____ and would terminate only after a three months' advance notice given by either of the parties i.e. the Council and the Host Institution.

Signature
Host Institution

Signature
Indian Council of Agricultural Research

Form of Utilization Certificate & Audit Utilization Certificate

| S.No. | Letter No. and Date | Amount |
|-------|---------------------|--------|
| | | |
| | | |

1. Certified that the out of Rs. _____ sanctioned during the year _____ in favour of _____ under this Ministry/Department letter No. given in the margin and Rs _____ on account of unspent balance of the previous year, a sum of Rs. _____ has been Utilized for the purpose of _____ Remaining unutilized at the end of the year has been surrendered (vide No. _____, dated _____)/will be adjusted (to be payable the next year)
2. Certified that I have satisfied myself that the condition on which the expenditure was made have duly fulfilled/are being fulfilled and that I have exercised the following check to see that the money was actually utilized for the purpose for which it was sanctioned.

Kinds of checks exercised

1

2

Table 1: Showing the details of receipt and expenditure

| Figure (in Rupees) | | | | | |
|---|---------------------|--------------------------|----------------------------------|---|---|
| Opening balance as on 1 st April | Remittance received | Total Revenue Generation | ICAR Share of Revenue Generation | ICAR share of Expenditure during the year | Closing balance as on 31 st March (Grants+Revenue) |
| 1 | 2 | 3 | 4 | 5 | 6 (1+2+4-5) |
| | | | | | |
| | | | | | |

The remittance as indicated in col. No.2 are as per ICAR's letter No. _____ dated _____.

Table 2: Showing the head wise details of expenditure

Figure (in Rupees)

| Details of Expenditure | | | | |
|------------------------------------|-------------------------|-------------------------------|-----------------|-------------------|
| Head | Allocation for the year | ICAR share of Expenditure 75% | State share 25% | Total Expenditure |
| 1 | 2 | 3 | 4 | 5 |
| Grant in Aid –Capital | | | | |
| 1. Equipment | | | | |
| 2. Works | | | | |
| 3. Vehicle | | | | |
| 4. Furniture & Fixtures | | | | |
| 5. Books & Journals | | | | |
| B. Grant in Aid – Salaries | | | | |
| 1. Pay & Allowances | | | | |
| C. Grant in Aid – General | | | | |
| 1. T.A. | | | | |
| 2. Research & Operational Expenses | | | | |
| 3. Administrative Expenses | | | | |
| 4. Misc. expenses including HRD | | | | |
| Total (A + B + C) | | | | |

The figure in col. No.2 may be shown as communicated by Project Coordinator under Annual Plan for the year.

Signature _____

Designation _____

Date _____