Reply of Lok Sabha PQ No. 8325

From : Information NBRI <info-nbri@nbri.res.in>

Fri, Jul 28, 2023 05:10 PM

Subject : Reply of Lok Sabha PQ No. 8325

To: Rajesh Parpyani <rajeshp@csir.res.in>

Cc: ChV Rao <chvrao72@nbri.res.in>

Dear Dr. Rajesh,

Please find the information regarding Lok Sabha Question No. 8325 dated 27 July, 2023

| S.N. | QUESTION | ANSWER |
|------|--|---|
| a) | the details of the steps taken by Government to train farmers about Good Agricultural Practices (GAP) and Good Field Collection Practices (GFCP) for medicinal plants in various States of the country including Tamil Nadu, in order to promote the production and processing of herbs/medicinal plants, and | CSIR-NBRI organizes various training and awareness programs to farmers & entrepreneurs on various aspects of Agriculture Science and technology including Skill Development Programmes (SDPs). Besides this, the institute also collaborates and executes Good Agricultural Practices (GAP) and Good Field Collection Practices (GFCP) for medicinal plants in various networking projects with other CSIR Laboratories, Indian Council of Agricultural Research (ICAR), Khadi and Village Industries Commission (KVIC), the Tribal Cooperative Marketing Development Federation of India (TRIFLED), Fragrance and Flavour Development Centre (FFDC), Kannauj, Biotech Park, Lucknow State Horticulture Department, MSMEs. The target beneficiaries are farmers, village clusters, florists and nursery traders, entrepreneurs, schools and colleges, etc. |
| b) | If so, the achievements made by the Government in this field | More than 2000 persons including farmers, students, entrepreneurs, women were trained by various training and skill development programme during 2021-22. |

With Regards

ChV Rao Chief Scientist & Head Information & Publication CSIR-NBRI, Lucknow

Email

Reply of Rajya Sabha PQ No. S3446

From : Information NBRI <info-nbri@nbri.res.in>

Fri, Jul 28, 2023 06:16 PM 1 attachment

To: Ajay Rathi <ajay.rathi@csir.res.in>

Subject : Reply of Rajya Sabha PQ No. S3446

Cc : ChV Rao <chvrao72@nbri.res.in>, Director, CSIR NBRI <director@nbri.res.in>

Subject: Reply of <u>Rajya Sabha Question No. S3446</u> Ref: Your email addressed to Director, CSIR-NBRI dated July 28, 2023

Dear Mr. Ajay Kumar Rathi,

Kindly refer to your email dated 28 July 2023, addressed to Director, CSIR-NBRI regarding <u>Rajya</u> <u>Sabha Question No. S3446</u>, I am directed to submit the desired information as under:

| S.N. | QUESTION | ANSWER |
|------|---|-------------------|
| a) | Whether Lab/Institute have functional internal complaints committee and | Yes. |
| b) | Complaints Committee last three years along with cases where action was taken on such complaints | As per Annexure I |

The reply is based on the inputs provided by S.O. (Vig.)

With Regards

ChV Rao Chief Scientist & Head Information & Publication CSIR-NBRI, Lucknow.



Details of cases of ICC/Sexual Harassment during the last three years

| - | - | | |
|---|----|---|--|
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List of Cases taken up/pending/finalized in the following proforma

| Year of Case | Subject and brief summary of the case | Name and Designation of the official etc. | Date of start | Final status of the case, |
|--------------------|---|---|---------------|---|
| 1. | 2. | 3. | 4. | 5. |
| 2019 | A Charge Memorandum No. 3- 10(190)(71)/2019- vig dt. 05.03.2019 | Dr. Sribash Roy | 05.03.2019 | Status : Disposed Summary of Disposal :- |
| | under Rule 14 of CCS(CCA) Rules 1965 was issued to Dr. Sribash Roy, the then Senior Scientist in a matter of Sexual Harassment complaint. | | | On the basis of the findings of the Inquiring Authority vide its report dated 27.10.2020, the Director and the Disciplinary Authority vide Order No. 3-10(190)(71)/2019-Vig dated 31.05.2021 exonerated Dr Sribash Roy. |

No further case pertaining to sexual harassment has been initiated in year 2020, 2021 2022 and 2023 till date

सी.एस.आई.आर.--राष्ट्रीय वनस्पति अनुसंधान संस्थान, लखनऊ

सं: 3/170/2013-सामान्य

दिनांक : 02.09.2019

कार्यालय ज्ञापन

विषय– <u>आंतरिक शिकायत समिति का पुनर्गठन।</u>

निदेशक, सी.एस.आई.आर.—राष्ट्रीय वनस्पति अनुसंधान संस्थान, लखनऊ ने महिला कर्मचारियों के साथ होने वाले यौन उत्पीड़न (Sexual harassment) के मामलों के निवारण हेतु निम्नानुसार आतरिक शिकायत समिति के पुनर्गंठन का सहर्ष अनुमोदन प्रदान किया है :—

| २. डॉ. शरद श्रीवांस्तव, वरि. प्रधान वैज्ञानिक सदस्य 3. डॉ. (श्रीमती) मेहर हसन आसिफ, प्रधान वैज्ञानिक सदस्य 4. श्रीमती आरती गांगुली, एडवोकेट सदस्य 5. सदस्य (संयोजक) अनुभाग अधिकारी (सतर्कत | | डॉ. (श्रीमती) विधु ए. साने, वरि. प्रधान वैज्ञानिक | अध्यक्षा |
|--|-------------|---|--------------------------|
| श्रीमती आरती गांगुली, एडवोकेट सदस्य | Z | डॉ. शरद श्रीवास्तव, वरि. प्रधान वैज्ञानिक | सदस्य |
| | 3 3. | डॉ. (श्रीमती) मेहर हसन आूसिफ, प्रधान वैज्ञानिक | सदस्य |
| सदस्य (संयोजक) अनुभाग अधिकारी (सतर्कत | 4 | श्रीमत्ती आरती गांगुली, एडवोकेट | सदस्य |
| | 18 | सदस्य (संयोजक) | अनुभाग अधिकारी (सतर्कता) |

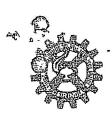
समिति की अध्यक्षा व सदस्यों का कार्यकाल इस कार्यालय ज्ञापन के जारी होने की तिथि से तीन वर्ष या अगले आदेश तक, जो भी पहले हो, होगा।

\$ 02:09.19

अनुभाग अधिकारी

<u> प्रतिलिपि :-</u>

- 1. समिति की अध्यक्षा/सदस्य
- 2. समस्त अनुभागाध्यक्ष / प्रभागाध्यक्ष
- 3 निदेशक के निजी सचिव
- 4. प्रशासनिक अधिकारी के निजी सचिव
- 4 प्रभारी आई.सी.टी.—उपरोक्त का.ज्ञा. संस्थान के इण्ट्रानेट पर उपलब्ध कराने हेतु।
- संस्थान के समस्त नोटिस बोर्ड
- 6. कार्यालय प्रति।



वै.औ.अ.प.--राष्ट्रीय वनस्पति अनुसंधान संस्थान, लखनऊ

(वैज्ञानिक एवं औद्योगिक अनुसंधान परिषद्)



No: 3/170/2022-Gen

Date: 20-07-2022

OFFICE MEMORANDUM

The Director, CSIR-National Botanical Research Institute is pleased to re-constitute the following Committees of the Institute with immediate effect:

1. Works & Services

| 1. | Dr. Vivek Pandey | Chief Scientist | Chairman |
|----|--|----------------------------|-----------------|
| 2. | Dr. Vıvek Srivastava | Senior Principal Scientist | Member |
| 3. | Dr. K.J. Singh | Senior Scientist | Member |
| 4. | FAO | - | Member |
| 5. | CoA/AO | - | Member |
| 6. | SE(Civil)/ AEE (Elec &ESS) as applicable | - | Member |
| 7. | SO(Gen.) | - | Member-Convener |

2. Staff Quarter Coordination Committee

| 1. | Dr. P.K. Singh | Senior Principal Scientist | Chairman |
|----|------------------------------------|----------------------------|-----------------|
| 2. | Rep. of CSIR-CDRI | - | Member |
| 3. | Rep. of CSIR-IITR | - | Member |
| 4. | Rep. of CSIR-CFTRI Centre, Lucknow | - | Member |
| 5. | CoA/AO | - | Member |
| 6 | SE (Civil) | ~ | Member |
| 7 | SO (Gen.) | - | Member-Convener |

3. Guest House cum Students' Hostel Committee

| 1. | Dr. P.A. Shirke | Chief Scientist | Chairman |
|----|--------------------------|----------------------------|-----------------|
| 2. | Dr C.S Mohanty | Senior Principal Scientist | Member |
| 3. | Dr. Puneet Singh Chauhan | Principal Scientist | Member |
| 4. | Sh. Rakesh Shukla | Administrative Officer | Member |
| 5. | SE(Civil) | - | Member |
| 6. | AEE (Elec &ESS) | - | Member |
| 7. | SO(Gen.) | | Member-Convener |

4. Canteen Committee

| 1. | Dr. Sharad Srivastava | Senior Principal Scientist | Chairman |
|----|-----------------------|----------------------------|-----------------|
| 2. | Sh. Rakesh Shukla | Administrative Officer | Member |
| 3. | Sh. Dheeraj Pathak | Section Officer (G) | Member-Convener |

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Page 1 of 5

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5. Human Resource Development Committee

| 1 | Dr. S.K. Tewari | Chief Scientist | Chairman |
|----|---------------------------|----------------------------|-----------------|
| 2. | Dr. Sharad Kr. Srivastava | Senior Principal Scientist | Member |
| 3. | Dr. Vivek Srivastava | Senior Principal Scientist | Member |
| 4. | Dr. P.C. Verma | Principal Scientist | Member |
| 5. | CoA/AO | - | Member-Convener |

6. Integrated Manpower and Job Contracts Committee

| 1. | Dr. Vivek Pandey | Chief Scientist | Chairman |
|----|---------------------------|---------------------|-----------------|
| 2. | Dr. Pankaj Kr. Srivastava | Principal Scientist | Member |
| 3. | Dr. S.N. Jena | Principal Scientist | Member |
| 4. | Dr. K.J. Singh | Senior Scientist | Member |
| 6. | CoA/AO | | Member-Convener |

7. Safety and Security Committee

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| Dr. P.A Shirke | Chief Scientist | Chairman |
|--------------------------|---|---|
| Dr. C.S. Mohanty | Senior Principal Scientist | Member |
| Dr. Puneet Singh Chauhan | Principal Scientist | Member |
| Dr. Devendra Singh | Principal Scientist | Member |
| Sh. Rakesh Shukla | Administrative Officer | Member |
| SE(Civil) | - | Member |
| AEE (Elec &ESS) | - | Member |
| Security Officer | - | Member-Convener |
| | Dr. C.S. Mohanty Dr. Puneet Singh Chauhan Dr. Devendra Singh Sh. Rakesh Shukla SE(Civil) AEE (Elec &ESS) | Dr. C.S. MohantySenior Principal ScientistDr. Puneet Singh ChauhanPrincipal ScientistDr. Devendra SinghPrincipal ScientistSh. Rakesh ShuklaAdministrative OfficerSE(Civil)-AEE (Elec &ESS)- |

8. Internal Complaints Committee

| 1. | Dr. Vidhu Sane | Senior Principal Scientist | Chairman |
|----|-------------------|----------------------------|-----------------|
| 2. | Dr. Rıcha Rai | Senior Scientist | Member |
| 3. | Sh. Rakesh Shukla | Administrative Officer | Member |
| 4. | Dr. Sachi Singh | Eehsaas | Member-NGO |
| 5. | SO (Vig.) | - | Member-Convener |

9. Editorial and Scientific Publication Committee

| 1. | Dr. P.A. Shirke | Chief Scientist | Chairman |
|-----|-----------------------|-----------------------------|----------|
| 2. | Dr. Vivek Pandey | Chief Scientist | Member |
| 3. | Dr. Vidhu A. Sane | Sr. Principal Scientist | Member |
| 4 | Dr. Ch.V. Rao | Sr. Principal Scientist | Member |
| 5 | Dr. Mehar Hasan Asif | Principal Scientist | Member |
| 6. | Dr. Dibyendu Adhikari | Principal Scientist | Member |
| 7. | Dr. KM Prabhukumar | Sr. Scientist | Member |
| 8. | Dr. K.J.Singh | Sr. Scientist | Member |
| 9. | Dr. K.K. Rawat | Senior Technical Officer | Member |
| 10. | Sh. RR Rastogi | Tech. Assistant | Member |
| 11. | Sh. Yogendra Nath | Principal Technical Officer | Member- |
| | | | Convener |

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10. Library Committee

| 1. | Dr. Ch.V. Rao | Senior Principal Scientist | Chairman |
|----|---------------------------|----------------------------|-----------------|
| 2. | Dr. Debashish Chakrabarty | Senior Principal Scientist | Member |
| 3. | Dr. Poonam Singh | Principal Scientist | Member |
| 4. | FAO | - | Member |
| 5. | Sh. Yogendra Nath | - | Member-Convener |

11. Chemicals and Consumables Allocation / Prioritization Committee

| 1. | Dr. Samir V. Sawant | Chief Scientist | Chairman |
|----|-----------------------|----------------------------|----------|
| 2. | Dr. Vivek Pandey | Chief Scientist | Member |
| 3. | Dr. Alok Lehri | Senior Principal Scientist | Member |
| 4. | Dr. Vivek Srivastava | Senior Principal Scientist | Member |
| 5. | Dr Priyanka Agnıhotri | Principal Scientist | Member |
| 6. | FAO | - | Member |
| 7. | SPO | - | Convener |

12. Business Development Committee including issues related to IPR

| 1. | Dr. S.K. Tewari | Chief Scientist | Chairman |
|----|---------------------------|----------------------------|----------|
| 2 | Dr. Ch.V. Rao | Senior Principal Scientist | Member |
| 3. | Dr. Sharad Kr. Srivastava | Senior Principal Scientist | Member |
| 4. | Dr. B.N. Singh | Principal Scientist | Member |
| 5 | Dr. Vivek Srivastava | Senior Principal Scientist | Member |

13. Media Management and Public Relations

| 1. | Dr. P A. Shirke | Chief Scientist | Chairman |
|----|---------------------------|----------------------------|-----------------|
| 2. | Sh. Anand Prakash | Senior Principal Scientist | Member |
| 3. | Dr. Sharad Kr. Srivastava | Senior Principal Scientist | Member |
| 4. | Dr. Vivek Srivastava | Senior Principal Scientist | Member |
| 5. | Dr. Manish S. Bhoyar | Senior Scientist | Member |
| 6. | Dr. K.K. Rawat | Senior Technical Officer | Member |
| 7. | Sh. Rajat Rastogi | Technical Officer | Member-Convener |

14. ICT Committee

| 1. | Dr. P.A.Shirke | Chief Scientist | Chairman |
|----|-------------------------|---------------------|-----------------|
| 2 | Dr. Dibyendu Adhikari | Principal Scientist | Member |
| 3. | Dr. K.J. Singh | Senior Scientist | Member |
| 4. | CoA/AO | - | Member |
| 5. | Sh. Prashant Srivastava | Technical Officer | Member-Convener |

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15. Land Settlement Committee

| 1. | Dr. S.K. Tewari | Chief Scientist | Chairman |
|----|--------------------------------|-------------------------------------|-----------------|
| 2. | SO (Vig./Legal) | - | Member |
| 3. | CoA/AO | - | Member |
| 4. | Security Officer | - | Member |
| 5. | SE (Civil) | - | Member |
| 6. | Sh. Deep Chandra | ASO (G), BRS, CSIR-NBRI, Lucknow | Member |
| 7. | Sh. Harendra Pal | Senior Technical Officer | Member-Convener |
| 16 | Studente Discipliname Committe | | |

16. Students Disciplinary Committee

| 1. | Dr. T.S. Rana | Chief Scientist | Chairman |
|----|------------------|----------------------------|-----------------|
| 2. | Dr Vidhu Sane | Senior Principal Scientist | Member |
| 3. | Dr. Poonam Singh | Principal Scientist | Member |
| 4. | FAO | | Member |
| 5. | SO(Vig.) | | Member-Convener |

17. Standing Committee for approval of MSS on Scientific integrity/Ethics with respect to Institute's Publications, Products, Technologies

| 1. | Dr. Samir V. Sawant | Chief Scientist | Chairman |
|----|-------------------------|----------------------------|-----------------|
| 2. | Dr. Vivek Srivastava | Senior Principal Scientist | Member |
| 3. | Dr. Debasis Chakrabarty | Senior Principal Scientist | Member |
| 4. | Dr. B.N. Singh | Principal Scientist | Member |
| 5. | Dr. Dıbyendu Adhikarı | Principal Scientist | Member |
| 6. | Dr. K.M. Prabhukumar | Senior Scientist | Member |
| 7. | Sh. Rajat Rastogi | Technical Officer | Member-Convener |

18. राजभाषा कार्यान्वयन समिति (Committee for Official language implementation)

| 1. | Director | | President |
|----|---------------------|----------------------------|------------------|
| 2. | Dr. S.K. Tewari | Chief Scientist | Vice President |
| 3. | Dr. S.K. Ojha | Senior Principal Scientist | Member |
| 4. | Dr. K.K. Rawat | Senior Technical Officer | Member |
| 5. | SPO | - | Member |
| 6. | FAO | - | Member |
| 7. | CoA/AO | - | Member |
| 8. | Sh. Anand Prakash | Senior Principal Scientist | Member-Secretary |
| 9. | Sh. Brijendra Singh | Hindi Officer | Member-Convener |

19. Equipment Prioritization Committee

| 1. | Dr. Vivek Pandey | Chief Scientist | Chairman |
|----|---------------------------|----------------------------|-----------------|
| 2. | Dr. A.P. Sane | Chief Scientist | Member |
| 3 | Dr. Sharad Kr. Srivastava | Senior Principal Scientist | Member |
| 4. | Dr. Vivek Srivastava | Senior Principal Scientist | Member |
| 5. | Dr. S.N. Jena · | Principal Scientist | Member |
| 4. | FAO | | Member |
| 5. | SPO | - | Member-Convener |



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20. ISTAG and International Collaboration Committee

| 1. | Dr. A.P. Sane | Chief Scientist | Chairman |
|----|-----------------------|----------------------------|-----------------|
| 2. | Dr. Vivek Srivastava | Senior Principal Scientist | Member |
| 3. | Dr. Manish S. Bhoyar | Senior Scientist | Member |
| 4. | Dr. Gaurav Kr. Mishra | Scientist | Member |
| 5. | Dr. R.N. Gupta | Senior Technical Officer | Member-Convener |

Besides above committees and Statutory Committees, all other committees stand abolished with immediate effect.

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(Bhaskar J. Deuri) Controller of Administration

Copy to:

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- 1. All the officials concerned
- 2. PS to Director, CSIR-NBRI, Lucknow
- 3. PS to CoA.
- 4. ICT for uploading the same on Intranet.
- 5. Office Copy

Email

From : Information NBRI <info-nbri@nbri.res.in> Fri, Aug 04, 2023 07:43 PM Subject : Reply of Lok Sabha Question No. 9471 /// attachment To: Rajesh Parpyani <rajeshp@csir.res.in> Cc: ChV Rao <chvrao72@nbri.res.in> Subject: Reply of Lok Sabha Question Diary No. 9471 Dear Sir/Madam, Please find attached information regarding the Lok Sabha Question No. 8441: a) whether the National Medicinal Plant Board (NMPB) has allocated funds to establish Post- harvest Management Infrastructure and marketing under "Pradhan Mantri VRIKSH AYUSH Yojana" to boost the cultivation and production of medicinal plants and herbs in the country, State/UT-wise including Maharashtra, Ans. No Information b)if so, the details thereof, Ans. Not Applicable c) the scientific steps taken/proposed to be taken by the Government for development of quality planting material of medicinal plants and herbs in different ago-climatic zones, and Ans. No information, However, CSIR-NBRI is involved in propagating quality plant material to improve plant health, value and performance. d)whether the NMPB has also signed an Memorandum of Understanding (MoU) with National Botanical Research Institute (NBRI) under Council of Scientific and industrial Research (CSIR) for the development of quality planting material of medicinal plants and herbs, and Ans. Yes e) if so, the details thereof? Ans. MoUs Signed by the CSIR-NBRI with NMPB are attached as Annexure I

Annexure I.pdf 19 MB



सत्यमेव जयते

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- : DIRECTOR CSIR NBRI LUCKNOW
- Article 5 Agreement or Memorandum of an agreement
- Agreement
- DIRECTOR CSIR NBRI LUCKNOW
- : NATIONAL MEDIGINAL PLANTS BOARD MINISTRY OF AYUSH
- : DIRECTOR CSIR NBRI LUCKNOW
- 100
 - (One Hundred only)



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is executed at New Delhi on this 21st day of the month of May in the year 2021.

BETWEEN

The National Medicinal Plants Board, Ministry of AYUSH, Government of India with its office at Indian Red Cross Society (IRCS), Annexe Building, 1 Red Cross Road, New Delhi-110001, India (hereinafter referred to as "NMPB") through its authorized signatory Dr. J.L.N Sastry (which expression shall where the context so admits, be deemed to include its successors, executors, administrator and assignees).

AND

COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH, a Society registered under the Societies Registration Act (XXI of 1860) and having its office at Anusandhan Bhavan, 2, Rafi Marg, NEW DELHI-110001 (hereinafter referred to as CSIR) through CSIR-National Botanical Research Institute, Rana Pratap Marg, Lucknow – 226 001 (hereinafter called "CSIR-NBRI" which expression shall where the context so admits include its successors and permitted assigns) NMPE and CSIR-NBRI shall be hereinafter collectively referred to as "the Parties" and individually as "the Party".

Statutory Alert:

 The authenticity of this Stamp certificate should be verified at 'www.shollestamp.com' c/ using e-Stemp elobles App of Stock Holding. Any Uscrepancy in the details on this Certificate and as available on the website / Nobre App renders it invalid
 The onus of checking the legitimacy is on the users of the certificate.
 In case of any discrepancy please inform the Competent Authority. **SIRING** to enhance the mutually beneficial collaboration between the Parties in the interest of puducing quality planting material of medicinal plants and herbs.

APPRECIATING the importance of joint collaborative efforts to boost the cultivation and production of medicinal plants and herbs in India.

BELIEVING that such a collaborative effort by the Parties will compliment and serve the common goals of the Parties in the larger National interest.

WHEREAS

The NMPB was set upon 24th November 2000 to promote medicinal plants sector with the primary mandate to develop an appropriate mechanism for coordination between various ministries/departments/organizations in India and to implement support policies/programs for overall (conservation, cultivation, trade and export) growth of medicinal plants sector both at the Central/State and International level for meeting the ever increasing demand of medicinal plants. The NMPB focuses on *in-situ* and *ex-situ* conservation and augmenting of local medicinal plants and herbs and also support establishment of nurseries and development of Quality Planting Material/ Germ Plasm Banks in project mode, and its activities are conducted with the help of State Medicinal Plant Boards, State AYUSH Societies, State Horticulture Departments and Regional-cum-Facilitation Centres across India in the different states.

AND

The CSIR-NBRI was originally set up as the National Botanic Gardens (NBG) by the State Government of Uttar Pradesh, and later it was taken over by the Council of Scientific and Industrial Research, Ministry of Science and Technology, Govt of India in the year 1953. Subsequently, the NBG was renamed as the National Botanical Research Institute in the year 1978. The aims and objectives of the Institute are pursued through various projects in six broad areas of R & D supported by S&T support services namely 1) Plant Diversity, Systematics and Herbarium; 2) Pharmacognosy, Phytochemistry and Product Development; 3) Plant Ecology and Environment

Technologies; 4) Molecular Biology and Biotechnology 5) Plant Genetic Resources and Improvement and 6) Botanical Garden, Plant Conservation and Agro technologies.

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 J_{-} ight of the strengths and expertise of the Parties and the Preamble elaborated below, the Parties have arrived at the understanding to collaborate and complement each other Party's strength for a common goal.

PREAMBLE

Currently 75% (approx.) of the supplies of raw material related to the medicinal plant and herbs are dependent either on forest-based or wild collections. Thus, collected raw material in majority of cases is either not matching with the desired standards or supplied without source document. The collection methods and techniques followed are often unscientific leading to a near extinction of the plant species. Moreover, over-exploitation of the medicinal plants flora is rampant leading to permanent loss of biodiversity and many of the medicinal plants have now shifted to the rare, endangered and threatened (RET) category.

The availability of quality planting material at lower cost offers opportunity for large scale planting and cultivation. Quality Planting Material (QPM) and a scientifically raised nursery is thus a prerequisite for producing quality seedlings at affordable cost. Conservation of medicinal plants resources and the capability to utilize them in sustained manner are essential for the well-being of mankind. Most of these medicinal plants are wild in nature and are habitat specific, found only in forests and occupying highly specialized ecological niche with restricted distribution.

There is considerable increase in people adopting Indian System of Medicine (ISM) comprising Ayurveda, Unani, Siddha, and Sowa-Rigpa, and herbal products for the increasing incidence of life style diseases. It is also necessary to conserve the fast depleting precious medicinal and aromatic plants. To save and multiply the valuable medicinal plants, nurseries specializing in these plants have begun to flourish. These plants are also in demand by the ISM practitioners, stakeholders, farmers and other beneficiaries. Thus, scientifically raised nurseries with authentic plant material would become the primary sources of supply of medicinal plants and seed material that can be subsequently multiplied by the various stakeholders of the supply chain including the huge farming community.

Ino

I LES AND RESPONSIBILITIES

Role and Responsibilities of NMPB

During the term an tenure of MoU, NMPB will work through its implementing agencies i.e. State Medicinal Plant Boards, State Ayush Societies, State Horticulture Departments, Regional-cum-Facilitation Centres working across India in conjunction and collaboration with CSIR-NBRI to facilitate the following within the scope of the NMPB mandate:-

- 1. To identify the potential medicinal plant species with high commercial value for the germplasm collection/conservation and establishment of nursery and seed banks/gene banks.
- 2. To support CSIR-NBRI in carrying out the above work listed above at item no. 1 by providing financial assistance in a project mode for establishment of germplasm/seed banks for the medicinal plants identified by NMPB.
- 3. To evaluate and recommend projects by the concerned Screening Committee and place the approved projects before Standing finance committee for approval and accordingly provide budgetary support on case to case basis.

Role and Responsibilities of CSIR-NBRI

- 1. To develop Quality Planting Material of medicinal plants and herbs identified by NMPB, establish their plant nurseries for QPM, development, promotion, conservation and cultivation of the appropriate medicinal plants in different agro-climatic zones, including the threatened medicinal plant species and plants for the high altitude regions.
- 2. To undertake mass multiplication, agro-technology development, Quality Planting Material generation of selected medicinal plants and herbs.

*Note: The QPM protocol will be developed with mutual agreement

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T' 'M AND TENURE OF THE MoU

The MoU shall be operative initially for a period of **three years** from the date of signing of MoU by the Parties and may be renewed for further period as per mutual agreement between the Parties.

The MoU shall be effective upon the day and date signed and executed by the duly authorized representatives of the Parties.

The Parties shall have the right to terminate this agreement upon a) expiry of the contract period or extended period of MoU as the case may be; b) Mutual agreement of the Parties; c) By either Party by giving one month written notice of termination to the other Party.

AMENDMENTS

Any alteration in the MoU shall be made effective only by written amendments to this MoU that is signed by the Parties. No Party shall be bound by any variation or amendment or addition or modification to this MoU except where that Party has agreed expressively in writing to be so bound. Such amendments, revisions, modifications shall come into effect from the date as may be determined by the Parties.

CORRESPONDENCE AND NOTICES

All correspondence and notices under this MoU shall be given in writing at the addresses of the nominated officials of the parties unless specified otherwise. In case of change in address, the party shall notify the other party in writing about such change.

FORCE MAJEURE

The Parties shall not be in breach of their obligations under this MoU or any part of them as a result of the occurrence of an Event of Force Majeure. An event of Force Majeure shall mean an event not under the control of the Party affected, which the party affected is unable to prevent, avoid or remove.

DISPUTE RESOLUTION

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All disputes or differences which may arise between the Parties out of or in relation or in

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connection with this MoU or for breach thereof, the Parties shall endeavor to settle them amicably to bugh mutual consultation or negotiation. If required, a Dispute Resolution Committee comprising equal number of representatives from each Party shall look into the disputes and try to resolve it. If any matter or dispute referred to Dispute Resolution Committee cannot be mutually resolved by the Parties within thirty (30) days from the date of reference, either Party shall be entitled to refer the disputes to an Arbitrator appointed by the Secretary (AYUSH). The Arbitration proceedings shall be conducted in Delhi and the same shall be governed by the provisions of the Indian Arbitration & Conciliation Act, 1996 as amended up to date.

IN WITNESS WHEREOF, the parties hereto affixed their signatures this the day and year above written.

For NMPB, Ministry of AYUSH T.L. N.C जे. एल. एन. शास्त्री J. L. N. SAST ख्य कार्यकारी राष्टीय (Dr. J.L.N. Sastry) Chief Executive Officer

For CSIR-NBRI 21/05/2021 auv DR. ANIL KUMAR GAUNIYAL

ad, Planning, Monitoring/& Evaluation Division R-National Botanical Research Institute Lucknow-226001, Ultar Pradesh

In witness whereof this MoU has been executed by the parties on the date, month and year mentioned herein above.

WITNESSES:

(DR R, MURUGES WAT DD. NMPB

(Drinning Kalli (Dr. Chinmany Kalli) RO (Botamy)

WITNESSES 1. (SHACADSRIMATANA) Str. Thirfel Seinhof & Hand Managing Ninova, Correnvicer, Inder 2. Swati Sharmag Br. T.O. CSIR - NBRI

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AGREEMENT

सत्यमेव जयते

This Agreement is made and entered into on this 24th day of April, 2017. BETWEEN the National Medicinal Plants Board (NMPB), Ministry of AYUSH, Government of India, having its office at Room No. 309, 3rd Floor, AYUSH Bhawan, B-Block, GPO Complex, INA, New Delhi-110023 hereinafter called "NMPB" (which expression shall wherever the context so admits include its successors and assignees) of the First Part

AND

CSIR- National Botanical Research Institute, Rana Pratap Marg Lucknow - 226 001, Uttar Pradesh (CSIR, Anusandhan Bhawan, New Delhi) engaged in research, development and promotional activities relating to medicinal plants hereinafter called "the Grantee" (which

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expression shall wherever the context so admits include its successors and permitted assignees) of the Second Part

WHEREAS NMPB operates a scheme entitled "Central Sector Scheme for Conservation, Development and Sustainable Management of Medicinal Plants" (herein after called "Its Scheme") to support innovative research, development and promotional activities on medicinal plants

AND WHEREAS the Grantee has submitted a project entitled "Revalidation of Good Agricultural Practices (GAPs) to develop Agro-technology for the cultivation of medicinal plants" Project No. F. No. Z. 18017/187/CSS/R & D/ UP-04/ 2016-17-NMPB-IV A/ 4094 to NMPB for grants-in-aid (hereinafter called "the Project") which has been scrutinized and modified wherever necessary by the Project Screening Committee (PSC) and the Standing Finance Committee (SFC) of the scheme constituted by NMPB for the specific purpose and the Grantee has accepted the modifications in the Project.

AND WHEREAS NMPB has approved the Project and agreed to provide support in the form of grants-in-aid to the extent stated in Annexure-A on the terms and conditions contained hereinafter in this Agreement

WHEREAS the Grantee has agreed to enter into an agreement with NMPB for undertaking the Project on the terms and conditions referred to above.

Now, therefore, in consideration of NMPB agreeing to provide grants-inaid for the Project, the Parties hereto agree as follows:

DEFINITIONS (a) 1.

That unless the context otherwise requires, for the purposes of this agreement the following words shall mean as under:

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- (i) "Agreement" means this agreement together with the annexures which form part of this agreement.
- (ii) "PSC" means Project Screening Committee constituted by NMPB.
- (iii) "SFC" means Standing Finance Committee constituted by NMPB.
- (iv) "PMC" means the Project Monitoring Committee appointed by NMPB as referred to in *clause 4* of this Agreement.
- (v) "Project" means the project as approved by NMPB for providing grants-in-aid under the scheme. A copy of the Project is annexed at Annexure-B.

(b) All Annexures (viz. Annexures 1 to 2) to this Agreement shall be integral part of this agreement.

2. RESPONSIBILITIES OF THE "GRANTEE" ORGANISATION

- (a) That the Organization shall:
- (i) carry out the activities of the Project as outlined in the project document, including the amendments effected thereto, and conform to the specified outputs, milestones, minimum work programmes and targets as approved by the PSC/SFC.
- (ii) Meet the expenditure on the Project activities to the extent as agreed to, through its own sources, as per details given in Annexure 1;
- (iii) Maintain a separate account for the project funds and receipts, if any;
- (iv) To submit an audited statement of accounts along with utilization certificate and expenditure details for each financial year to NMPB within 6 months of closure of the financial year;
- (v) To permit the PMC access to project area or the premises, at all times, where the Project activity is being/shall be carried out and provide all information and produce or make available the concerned records for inspection and monitoring of the Project

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activity, required by the PMC or other authorized representative of NMPB.

(vi) Utilize the funds sanctioned by NMPB for the Project only for the purposes as specified in the Project;

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- (vii) Abide by the decision of NMPB, based on assessment of the progress in the Project by PMC, or any other body/ committee assigned by NMPB to modify the objectives, outputs, milestones, targets, funding as also the foreclosure of the Project or of its components;
- (viii) Acknowledge the assistance of NMPB while publishing in any manner the details of the project, its progress or its success, subject to provisions of *subclause (v) of clause 5* below and to furnish copies of such publication to NMPB.

(b) The Grantee Organization acknowledges and agrees that:

- (i) The duties, responsibilities and functions assigned or entrusted to it as specified in the Project document shall be deemed to be the role, duties and responsibilities assigned and entrusted under this Agreement and any delay, failure or default in performance of Grantee regarding its duties as specified in the Project document shall be deemed to be a default under this Agreement;
- (ii) The Grantee Organization shall at all times indemnify and keep indemnified NMPB against any claims or suites in respect of any losses, damages or compensation payable in consequences of any accident, death or injury sustained by its (Grantee's) employees or by any other third Party resulting from or by any act, omission or operation conducted by or on behalf of Grantee.
- (iii) The Grantee shall at all times indemnify and keep indemnified NMPB against all claims/damages etc. by any infringement of any Intellectual Property Rights (IPR) while doing its responsibilities/work under the Project and this Agreement;

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- (iv) The Grantee shall notify NMPB of any material change in its status and/or shareholding, as the case may be in particular where such change would impact on performance of obligations under the Project and this Agreement; and
- (v) The Grantee agrees and acknowledges that the time for completion of project, as set-forth here, is the essence of the Agreement and Grantee shall accordingly undertake the Performance of Work hereunder with the objective of achieving the project implementation and completion within the time schedule set-forth in Project document.
- (vi) Handling of patent as per terms & conditions of the grants.

3. FINANCIAL ARRANGEMENTS

That the financial arrangements under this Agreement shall provide:

- that the total estimated cost of the Project as mutually agreed shall be Rs 37.26 Lakh (Rupees Thirty Seven Lakh Twenty Six Thousand only);
- (ii) the detailed year wise and head wise breakup of the financial support by NMPB and agreed contribution by the Grantee shall be as given in **Annexure 1**. Release of funds shall be subject to completion of minimum work programmes and satisfactory progress against the milestones specified in the Project as determined by NMPB and on submission of statement of accounts/audited statement of accounts and utilization as provided for in <u>subclause (a) (iv) of clause 2;</u>
 - (iii) the Grantee shall ensure that the funds of the Project are actually utilized only for the Project and as expressly provided in this Agreement. Re-appropriation of funds from one budget head to another shall not be effected by the Grantee without the specified written approval of NMPB, communicated directly by NMPB;

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- (iv) the Grantee shall immediately refund any funds out of grants-in-aid disbursed to it for the Project remaining unutilized with it on foreclosure/termination/completion of the Project to NMPB along with detailed accounts of funds received, utilized and unutilized balance returned. These provisions shall apply, *mutatis mutandis,* to any component of the Project decided to be foreclosed. In case the termination of the Project is by the Grantee, in terms of provisions of *subclause of clause 9*, the refund of funds shall be in respect of funds remaining unutilized as on the date of notice by the Grantee;
 - (v) the provision of grants-in-aid to the Grantee does not create any liability, explicit or implicit, on NMPB in respect of the manpower engaged in the Project.

4. PROJECT MONITORING COMMITTEE

A Project Monitoring Committee (PMC)/ PSC appointed by NMPB shall monitor achievements of the defined objective(s) of the Project. The functions of the PMC shall be:

- To monitor the progress of the Project in conformity with the milestones, targets and objectives as contained in the Agreement;
- (ii) To keep track of funding from any other source to the Grantee for this particular project;
- (iii) based on the foregoing, to assess and suggest
 - a) closing or dropping or modifying any of the components of the Project, within the overall approved objectives, budget and timeframe,
 - b) inclusion of additional industrial/institutional partner(s), if the Grantee requests involvement of such partner(s), in the overall interest of the Project, and
 - c) revision of the funding support to the Grantee;
 - (iv) To advise on issues related to publications and securing of IPR; and

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(v) To advise on any other matter as referred it to by NMPB.

5. RESULTS OF THE PROJECT

- (i) The deliverables from the Project are defined and included in the Project document.
- (ii) The intellectual property generated from the Project shall be the joint property of the Grantee and NMPB.
- (iii) It is the responsibility of the Grantee to protect any intellectual property rights that may result from the Project. The Grantee shall also bear expenditure involved in protecting such intellectual property.
- (iv) The Grantee shall not assign or transfer the IPR/knowledge generated from the Project to any third party directly or indirectly without written consent from NMPB.
- (v) Any publication in journals, presentation in seminars in respect of the IPR emanating from the Project is prohibited until such publication/presentation is first reviewed from the point of protection of IPR by NMPB and a written permission is issued by NMPB. These publications shall be in the name of the concerned research workers, and the fact that the work has been carried out with support from NMPB shall be duly acknowledged.

6. PROJECT DURATION

The Project duration shall be **three (3)** years effective from the date of release of funds by NMPB which shall be affected only after signing of this Agreement by both the parties. It shall be the endeavor of the Grantee to complete the Project within the stipulated period. In case NMPB as recommended by the PSC/SFC feels that it is desirable to undertake further developmental work on the outcome of the Project which requires additional financial commitment and extension of the stipulated project schedule, the Grantee shall submit the extension request or a separate Project proposal with full justification for consideration under the scheme.

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In such a case, the Grantee will have to execute a supplementary agreement laying down the terms, conditions and financial arrangements of such further research work and issues relating to the intellectual property right generated by such further work.

7. COMPLETION

The Project shall be deemed to have been successfully completed as & when so assessed by NMPB. In case, during the tenure of the Project it is found that the Project or any Project component is not likely to lead to successful completion, NMPB may decide to foreclose the Project or the Project component as warranted. The decision of NMPB shall be final in all respects. However, if the Grantee would like to continue the project at its own cost, it would be able to do so without restrictions from NMPB after complying with the provision of *subclause (iv) of clause 3*.

8. EFFECTIVE DATE, TENURE AND TERMINATION OF THE AGREEMENT

- (i) The Agreement shall be effective from the date of its signing by both the Parties (if the Agreement is signed through circulation by Post, the date on which NMPB signs the Agreement shall be considered as effective). The Agreement shall be valid for Three (3)* years. It can be extended if agreed to by both the parties. The Letter of Intent to this effect shall be issued by NMPB.
- (ii) The Agreement duly signed by both the Parties shall remain in the custody of NMPB and a copy of the Agreement duly authenticated by NMPB shall be provided to the Grantee.
- (iii) The Grantee may, before the completion of the Project, terminate this Agreement by giving three months notice in writing to NMPB. NMPB may also terminate the Agreement by written notice to the Grantee committing breach of any term of this Agreement and either not rectifying it to the satisfaction of NMPB or not satisfying in NMPB about its inevitability within a specified period.

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9. FORCE MAJEURE

The Parties shall not be held responsible for non-fulfillment of their respective obligations in successful completion of the Project under this Agreement due to the exigency of one or more of the force majeure event such as but not limited to acts of God, War, Flood, Earthquakes, Strikes not confined to the premises of the party, Lockouts beyond the control of the party claiming force majeure, Epidemics, Riots, Civil Commotions etc. lying beyond the reasonable control of and not brought about at the instance of the Party claiming to be affected by such event and which has caused the non-performance or delay in performance; provided on the occurrence and cessation of any such event the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties shall jointly decide about the future course of action on the Project. The validity of the claim of force majeure by the Grantee shall be determined by NMPB after due enquiry and the decision of NMPB in this regard shall be final.

10. ARBITRATION

In case of any dispute, Secretary (AYUSH) or his nominee shall be the Arbitration authority.

11. NOTICES AND JURISDICTION

(i) Subject to the provisions of *clause 10* hereof, the Courts at New Delhi shall have exclusive jurisdiction in all matters concerning this Agreement including any matter arising out of the arbitration proceedings or any award made therein.

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IN WITNESS WHEREOF the parties hereto through its duly authorized representatives have signed this Agreement on the day, month and year mentioned hereinbefore.

Grantee Parties For and on behalf of Grantee For and on behalf of NMPB, (CSIR-NBRI) duly authorized by Ministry of AYUSH competent authority ANIL KUMAR GAUNIYAL Signature Signature trat T DR. LALIS NARAYA उप निदेशक (एम.पी.) Name Designation SENIOR PRINCIPAL SCIENTIST Name Dy. Director (M.P.) राष्ट्रीय औषधीय पादप बोर्ड Designation आयुष भेत्रालय, Ministy of AYUSH धारत सरकार, Govt. of INDIA डॉ अनिल कुमार गौनियाल Seal Seal Dr. ANIL KUMAR GAUNIYAL वैज्ञानिक / Scientist सीएसआईआर-राष्ट्रीय वनत्यति अनुसंधान संस्थान CSIR-National Dotanical Research Institute लखनऊ-226 001/LUCKNOW-226 001 Witnesses (Name & address) Witnesses (Name & address) 1.Signature 24/4/201) 1.Signature DEVENDRA SINGH Name Name Address CSIR-NBRI, LUCKNOW Address 2. Signature Jectiendra Kumpr Vaishyre 2.Signature R.N. Gubto जीतेन्द्र कुमार वैश्य iName তালেন্দ্র কুमাर বহুব Jeetendra Kumar Vaishya অনুষ্ণান আঁফান্য (জীঘর্ষায় ধার্য/মহা বিজান) Research Officer (MPs/Agro.) বালহী শা আঁফা পার্যান বাল্য National Medicinal Plants Board আরুষ নহালের / Ministry of AYUSH Name Address CUR - NBRE, Lucknow

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Annexure 1

BUDGET DETAILS

(Once the project is approved by NMPB, the budget details will be communicated to the Grantee, thus revised budget details agreed to by the parties shall be annexed here as Annexure 1)

The financial break-up of the Grant-in-aid as approved by the 69th SFC is as below:-

| Components | Amount (I In lakhs) |
|--|------------------------|
| Manpower (JRF/SRF- 01 & Contractual Manpower) | 21.232 |
| Consumables (etc.) | 4.00 |
| Travel | 4.00 |
| Contingency | 1.00 |
| Non-recurring (Minor equipments) | 4.00 |
| Overhead @10% | 3.023 |
| Total | 37.26 |

Details of Installments will be as follows:-

| Total | 1 st installment | 2 nd installment | 3 rd installment |
|-------|-----------------------------|-----------------------------|-----------------------------|
| 37.26 | 16.00 | 12.00 | 9.26 |

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Annexure 2

Complete Project document with amendments like approved budget, approved timelines (which will also be communicated to the Grantee), and any other amendments communicated to the Grantee by NMPB.

(This document should be bound as part of the Agreement and labeled as Annexure 2 and should not be submitted as a separate document.

Minimum work programme/milestones/timelines shall have to be specifically mentioned)

Ist year:

- Staff selection
- Layout and land preparation
- Evaluation of good agriculture practices for proposed medicinal plants.

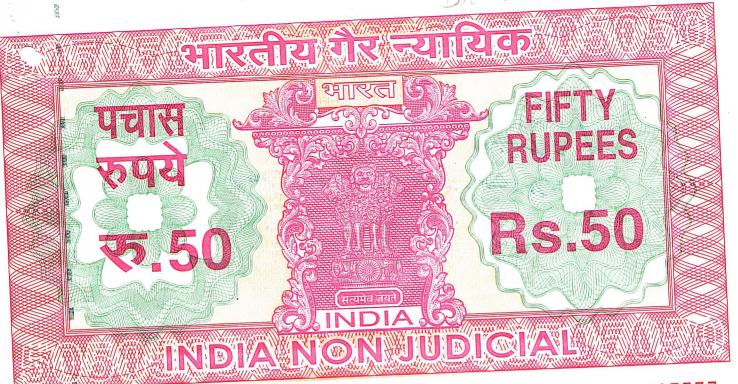
IInd year:

- Standardization of the agro-technology for cultivation of the proposed medicinal plants
- Computation of agro-economics of standardized agro-technology of proposed medicinal plants.

IIIrd year:

- Development of cropping systems including inter cropping models for the proposed medicinal plants.
- Quality certification of the raw material as well as finished produce
- Compilation of the report.

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MEMORANDUM OF AGREEMENT

This agreement is made and entered into on this 27TH day Of February, Two Thousand and Fourteen BY AND BEWEEN the National Medicinal Plants Board (NMPB), Department of AYUSH, Ministry of Health and Family Welfare, Government of India, having its office at Room No 309, 3rd floor, AYUSH Bhawan, B-Block, GPO complex, INA, New Delhi-110023 hereinafter called "NMPB" (Which expression shall wherever the context so admits include its successors and assignees) of the First part

AND

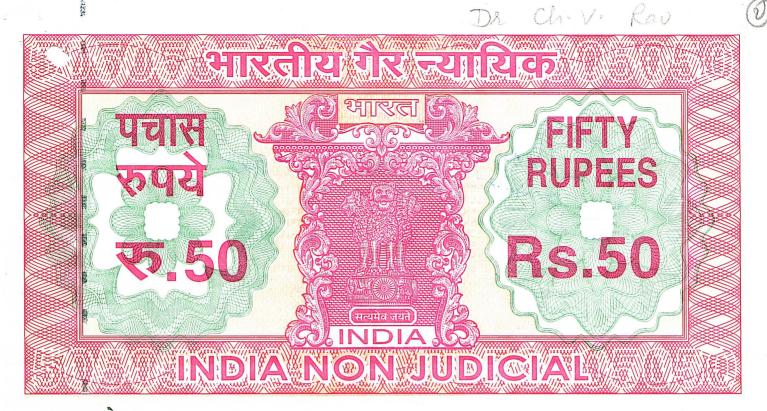
CSIR-National Botanical Research Institute (Council of Scientific and Industrial Research, a Society registered under the Societies Registration Act (XXI of 1860), having its registered office at Anusandhan Bhavan, 2, Rafi Marg, New Delhi 110 001) having its office at Rana Phatap Marg, Lucknow 226 001 engaged in research, development and promotional activities relating to medicinal plants hereinafter called "the Grantee" (which expression shell wherever the context so admits include its successor and permitted assignees) of the Second Part

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WHEREAS NMPB operates a scheme entitled "Central Sector Scheme for Conservation, Development and Sustainable Management of Medicinal Plants" (hereinafter called "its schemes") to support innovative research, development and promotional activities on medicinal plants

And

WHEREAS the Grantee has submitted a project entitled "Identification of potential Chemical Marker Compounds and Biological Studies of Gloriosa superb and their Geographical Variations" (Title of the Project) to NMPB for grant-in-aid (here in after called the project) which has been scrutinized and modified wherever necessary by the Project Screening Committee (PSC) and the Stranding Finance Committee (SFC) of the scheme constituted by NMPB for the specific purpose and the Grantee has accepted the modification in the Project.

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AND WHEREAS NMPB has approved the Project and agreed to provide support in the form of grants-in-aid to the extent stated in Annexure 1 on the terms and conditions contained herein after in this agreement

WHEREAS the grantee has agreed to enter into an agreement with NMPB for undertaking the Project on the terms and conditions referred to above.

Now, therefore, in consideration of NMPB agreeing to provide grant-in-aid for the project, the parties here to agree as follows:

1. (a) DEFINITIONS

That unless the context otherwise requires, for the purposes of this agreement the following words shall mean as under:

"Agreement" means this agreement together with the annexures which form part of this agreement.

"PSC" means Project Screening Committee appointed by NMPB.

"SFC" means Standing Finance Committee appointed by NMPB.

"PMC" means the project monitoring committee appointed by NMPB as referred to in clause 4 of the agreement.

"Project" means the project as approved by NMPB for providing grant-in-aid under the scheme. A copy of the project is annexed at annexure 2.

(b) All Annexure (viz. Annexures 1 to 2) to this agreement shall be integral part of this agreement.

2. RESPONSIBILITIES OF THE "GRANTEE" ORGANIZATION

(a) That the organization shall:

(i) carry out the activities of the Project as outline in the project document, including, including the amendment effected thereto, and conform to the specific outputs, milestones, minimum work programmes and targets;

(ii) meet the expenditure on the project activities to the extent as agreed to, through its own sources, as per details given in Annexure 1;

(iii) maintained the separate account for the project funds and receipts, if any;

(iv) submit a statement of account and utilization certificate of the funds of the project for the half year, ending 30th September and 31st march, within a month of closure of the

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respective half year, in the format provided in the guidelines of the scheme to NMPB and also submit an audited statement of accounts along with utilization certificate for each financial year to NMPB within 6 months of closure of each financial year to NMPB within 6 month of closure of each financial year:

(v) permit the PMC access to the premises, at all time, where the project activity is being/shall be carried out and provide all information and produce or make available the concerned record for inception and monitoring of the project activity, required by the PMC;

(vi) utilize the fund sanctioned by NMPB for the project only for the purposes as specified in the project;

(vii) abide by the decision of NMPB, based on assessment of the progress in the project by PMC, to modify the objectives, outputs, milestones, targets, funding as also the forec closure of the project or of its components;

(viii) acknowledge the assistance of NMPB while publishing in any manner the details of the project, its progress or its success, subject to provisions of *subclause (v) of claues 5* below.

(b) The Grantee Organization acknowledges and agrees that:

(i) the duties, responsibilities and functions assigned or entrusted to its as specified in the project documents shall be deemed to be the role, duties and responsibilities assigned and entrusted under this agreement and any delay, failure or default in performance of grantee regarding its duties as specified in the project document shall be deemed to be a default under this agreement;

(ii) The Grantee organization shall at all times indemnify and keep indemnified NMPB against any claims or suites in respect of any losses, damages or Compensation payable consequence of any accident, death or injury sustained by its (grantee's) employees or any other third party resulting from by any act, omission or operation conducted by or on behalf of grantee.

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(iii) The Grantee shall at all times indemnify and keep indemnified NMPB against all claims/damages etc. by any infringement of any Intellectual Property Rights (IPR) while doing its responsibilities/work under the Project and this Agreement; (iv) The grantee shall notify NMPB of any material change in its status and/or shareholding, as the case may be in particular where such change would impact o performance of obligations under the project and this agreement; and

(v) The Grantee agrees and acknowledges that the time for completion of project, as setforth here, is the essence of the agreement and grantee shall accordingly undertake the performance of work here under with the objective of achieving the project implementation and completion within the time schedule set-forth in project document at Annexure2

3. FINANCIAL ARRANGEMENTS

That the financial arrangements under this agreement shall provide:

- (i) that the total estimated cost of project as mutually agreed shall be <u>Rs 28.846.lakhs</u> (Rupees <u>twenty eight lakhs eighty four thousand and six hundred only</u>);
- (ii) The detailed year wise and head wise breakup of the financial support by NMPB and agreed contribution by the grantee shall be as given in Annexure 1. The first installment of grants-in-aid shall be released to the grantee after singing of the agreement within six months. Further release of funds shall be subject to completion of minimum work programmes and satisfactory progress against the milestone specified in the project as determined by NMPB and on submission of statement of accounts/audited statement of accounts and utilization certificates as provided for in subclause (a) (1v) of clause 2;
- (iii) The Grantee shall ensure that the funds of the project are actually utilized the project only for the project and as expressly provided in this agreement. Re-appropriation of fund form one budget head to another shall not be effected by the grantee without the specified written approval of NMPB, communicated directly by NMPB;

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- (iv) The Grantee shall immediately refund any fund out of grants-in-aid disbursed to it for the project remaining unutilized with it on foreclosure/termination/compliation of the project to NMPB along with detailed account of funds received ,utilized and unutilized balance returned. These provisions shall apply, mutatis mutandis,to any components of the project decided to be foreclosed in case the termination of the project is by the grantee, in terms of provision of subclause(iii)of clause 9, the refunds of funds shall be in respect of funds remaining utilized as on the date of notice by the Grantee
- (v) The provision of grants-in-aid to the Grantees does not create any liability, explicit or implicit, on NMPB in respect of the manpower engage in the project

4. Project Monitoring Committee

A Project Monitoring Committee (PMC) will be appointed by NMPB to monitor achievement of the defined objectives (s) of the project .the functions of the PMC shall be :

- To monitor the progress of the project in conformity with the milestones, target and objectives as contained in the agreement;
- (2) To keep track of funding from any other source to the grantee for this particular project ;
- (3) Based on the foregoing, to assess and suggest

(a) closing or dropping or modifying any of the components of the project, with in the overall approved objectives, budget and timeframe,

(b) Inclusion of additional industrial /institutional partner(s), if the grantee requests involvement of such partner(s), in the overall interest of the project, and

(c) revision of the funding support to the grantee;

(4) to advise on issues related to publications and securing of IPR; and

(5) to advise on any other matter as referred it to by NMPB.

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5. RESULTS OF THE PROJECT

(i) The deliverables from the project are defined and included in the project at Annexure 2.

(ii)The intellectual property generated from the project shall be the joint property of the grantee and NMPB.

(iii) it is the responsibility of the grantee to the project any intellectual property rights that may result from the project. The grantee shall also be a expenditure involved in protecting such intellectual property.

(iv) The Grantee shall not assign or transfer the IPR/ knowledge generated from the project to any third party directly or in directly without written consent from NMPB.

(v) Any publication in journals, presentations in seminars in respect of the IPR emanating from the project is prohibited until such publications/ presentations is first reviewed from the protection of IPR by NMPB and a written permission is issued by NMPB. These publications shall be in the name of the concerned research workers, and the fact that the work has been carried out with NMPB shall be duly acknowledged.

6. PROJECT DURATION

The project duration shall be <u>03</u> years effective from the date of release of fund by NMPB which shall be effected only after signing of the agreement by both the parties. It shall be the endeavor of the grantee to complete the project within the stipulated period. in case NMPB as recommended by the PSC/SFC feels that it is desirable to undertaker further developmental work on the outcome of the project which requires additional financial commitment and extension of the stipulated project schedule, the grantee shall submit the extension request or a separate project schedule, the grantee shall submit the extension request or a separate with full justification for consideration under the scheme. In such a case, grantee will have to execute a supplementary agreement lying down the terms, conditions and financial agreements of such further research work and issues relating to the intellectual property right generated by such further work.

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7. COMPLETION

The project shall be deemed to have been successfully completed as & when so assessed by NMPB. In case, during the tenure of the project it is fund that the project or any project components is not likely to lead to successful completion, NMPB may decide to foreclose the project on the project components as warranted .the decision of NMPB shall be final in all respects. However, if the grantee would like to continue the project at its own cost, it would be able to do so without restriction form NMPB after complying with in provision of subclause(iv)of clause3.

8 EFFECTIVE DATE, TENTURE AND TERMINATION OF THE AGREEMENT

(i) The Agreement shall be effective form the date of its singing by both the parties (if the agreement is signed though circulation by post, the date on which NMPB signs the agreement shall be consideration as effective). The agreements shall be valid for 3 years. It can be extended if agreed to by both the parties. The letter of intent to this effect shall be issued by NMPB.

(ii) The Agreement duly signed by both the parties shall remain in the custody of NMPB and a copy of the agreement duly authenticated by NMPB shall be provided to the grantee.

(iii) The Grantee may, before the completion of the project, terminates this agreement by giving three month notice in writing to NMPB.NMPB may also terminate the agreement by written notice to the grantee committing breach of any terms of this agreement and either not rectifying it to the satisfaction of NMPB or not satisfying in NMPB about its inevitability within a specified period.

9. FORCE MAJEURE

The Parties shall not be held responsible for non-fulfillment of their respective obligation in successful completion of the project under this agreement due to the exigency of one or more of the force majeure event such as but limited to acts of God, WAR, FLOOD, earthquakes, strikes not confined to the premises of the party, lockouts beyond the control of the party claiming force majeure, Epidemics, riots, civil commotions etc. lying beyond the reasonable control of and not brought about at the instance of the party claiming to be affected by such event and which has caused the non-performance; provided on the occurrence and cessation of any such event the

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party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties shall jointly decide about the future course of action on the project. The validity of the claim of force majeure by the grantee shall be determined by NMPB after due enquiry and the decision of NMPB after due enquiry and the decision of NMPB in this regard shall be final.

10. ARBITRATION

In case of any dispute, Secretary (AYUSH) or his nominee shall be the Arbitration authority.

11. NOTICES AND JURISDICTION

(i) Subject to the provisions of *clause 15* here of, the court at New Delhi shall have exclusive jurisdiction in all matters concerning this Agreement

Including any matter arising out of the arbitration proceeding or any award made therein.

IN WITNESS WHEREOF the parties hereto through its duty authorized representatives have signed this Agreement on the day, month and year mentioned herein before.

Witnesses:

Signed by-----

(Designation)

T.C. Hogal Assistant Advisor (Bot. National Medicinal Plants Borrand on behalf of the president of India Department of AYUSH Ministry of Health & Family Welfare Government of India, New Delhi 1R. 6 (BQT)

Witnesses:

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2.

Signed by-राष्ट्रीय वनस्पति अनुसंधान संस्थान,

राणा प्रताप मार्ग, लखनऊ-(Besphation)

For and on behalf of the Grantee duly authorized

U. J. Kar.

2. SHAHIDUL KHAIR AGO(A) Nomph.

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reply of Rajya Sabha PQ No. S361

From : Information NBRI <info-nbri@nbri.res.in> Thu, Jan 25, 2024 06:24 PM Subject : reply of Rajya Sabha PQ No. S361

To: MayankMathur MayankMathur <mm@csir.res.in>

Cc: ChV Rao <chvrao72@nbri.res.in>

Subject: Reply of Rajya Sabha Question No. S361 Ref: Your email addressed to Director, CSIR-NBRI dated 25.01.2024

Dear Sir/Madam,

Kindly refer to your email dated 25.01.2024, addressed to Director, CSIR-NBRI regarding Rajya Sabha Question No. S361, I am directed to submit the desired information as under:

| S.N. | QUESTION | ANSWER |
|------|---|----------------|
| C) | The details of the number of beneficiaries of various schemes of the central government since 2014, year wise, state wise and scheme-wise | Not Applicable |

This is being issued with the approval of Director, CSIR-NBRI, Lucknow

Regards ChV Rao Chief Scientist & Head Information and Publication CSIR-NBRI, Lucknow