

MEMORANDUM OF UNDERSTANDING

This Agreement is executed at New Delhi on between Tribal Cooperative Marketing Development Federation of India Ltd. (TRIFED) a National Cooperative Society Registered with Central Registrar of Cooperative Societies, Delhi under the Multi State Cooperative Societies Act, 1984 having its Head Office at NCUI Building 2nd Floor, 3 Siri Institutional Area, Haus Khas, Delhi represented by its Managing Director engaged in marketing development of tribal products and providing services to its member organisations, hereinafter referred to as “TRIFED” which expression shall unless repugnant to the context mean and include its successors or assignees, on one part.

AND

.....(Principle Investigator),, and is engaged in hereinafter referred to as “Implementing Institution.”

Whereas TRIFED has invited the proposals from Research Institutions all over the India and(Name of PI) has submitted project proposal on(Subject) vide letter dated.....

AND Whereas TRIFED & Implementing Institution hereby agree to record their understanding containing terms & conditions for this work in the form of this Memorandum of Understanding.

NOW THIS MEMORANDUM OF UNDERSTANDING (MOU) WITNESSETH and it is hereby agreed between TRIFED and Implementing Institution to carry out the research project as per the terms & conditions given below:

1. Project title:
2. Principal Investigator:
3. Project Duration:
4. Total Cost : The total cost of the project will be Rs. lakh

The head wise breakup of which is given below:

•	Manpower:	Rs.
•	Consumable	Rs.
•	Contingency:	Rs.
•	Travel	Rs
•	Institutional overheads	
	@ 15 %	Rs.
	Total:	Rs.

- 5 **Specific objective:** As mentioned in the Paraof project proposal submitted by Implementing Institution.

6 **Work Plan:** As defined in the para of the project proposal submitted by Implementing Institution.

7 **Time lines / Quantifiable outputs:** As defined in paraof the project proposal submitted by Implementing Institution which is reproduced below:-.

Period of Study	Achievable targets
3 Months	
6 Months	
9 Months	
12 Months	

8 **Terms of Payments :**

8.1 The funds to the implementing institution will be released by TRIFED in ,..... installments on the basis of report of the Program Consultant on satisfactory progress of the Project and recommendations of Project monitoring committee in the following manner:

8.2

Installment	Amount (in Rs.)	Time of Release
Ist Installment		At the time of signing the agreement
IInd Installment		At the end of Months subject to completion of the work defined in Para 7 above.

IIIrd Installment		After completion of the Project & submission of the report subject to completion of the work defined in para 7 above
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8.3 Breakup of the Installments:

Budget Head	Ist Installment (In Rs.)	IInd Installment (In Rs.)	IIIrd Installment (in Rs.
Manpower			
Travel			
Consumables			
Contingency			
Overhead			
Total			

8.4 The subsequent installment of funds after the first installment will be released on the basis of expenditure incurred from earlier installment(s), expected expenditure in the period under consideration & recommendation of the Programme Consultant and project monitoring committee on the basis of mile stone/ landmark as per para 7 above.

8.5 Any request for release of funds after the first installment should be accompanied by the following documents;

- a. Utilization certificate & statement of expenditure for the previous installment in GFR 19 A supported by audited accounts by a Chartered Accountant firm.

- b. Latest authenticated statement of expenditure including committed expenditure for expenditure since 1st month to six months till the previous month.
 - c. Technical Progress Report.
- 9 The project will become operative with effect from the date of release of the first installment of fund for the project.

10. MONITORING & INSPECTION:

10.1 MONITORING:

- (i) Programme Consultant of TRIFED shall be responsible for proper monitoring of the project and the timely completion of the project.
- (ii) The Principal Investigator will submit the progress report of the work carried out in the Project quarterly to the Programme Consultant & TRIFED who will examine /review the same and who, on careful examination and review of the same will advise the Principal Investigator for correcting action if any under intimation to TRIFED.
- (iii) The Principal Investigator will also submit quarterly progress report of the work carried out in the Project directly to TRIFED.
- (iv) The periodical review of the progress of work of the project will be done by the Project Monitoring Committee (PMC) constituted by TRIFED.
- (v) The first review of the Project will be done by the Project Monitoring Committee through the meeting of all the Principal Investigators at the end of 6 months of the starting date of the Project and accordingly 2nd installment will be released in line with the recommendation of the Project Monitoring Committee based on the technical progress and utilization of the previous funds.
- (vi) The principal Investigator will give detail presentation before the project monitoring committee on the progress of the project, during the meeting.
- (vii) The Principal Investigator will submit a detailed progress report and a statement of expenditure incurred/ utilized for the first installment of the fund released as stated in Para 8.4 at least 15 days before the scheduled meeting.
- (viii) The second installment will be released in line with the recommendation of the Project Monitoring Committee based on the

technical progress & utilization of the first installment of funds released to the Implementing Institution in line with para 8.4.

- (ix) Any other Review Meeting of the Project Monitoring Committee can be held as and when required.

I. INSPECTION:

- (i) During the course of the Project, the Programme Consultant shall have the right to inspect the progress of the work at sites of the project and to see the relevant records for which no separate charges will be paid by TRIFED.
- (ii) During the course of the Project, TRIFED shall also have the right to depute its representative to inspect the work at sites of the project and to see the relevant records at its own cost.

11. Funds should be exclusively spent on the project for which it has been sanctioned within the stipulated time. The Institute is not permitted to seek or utilise funds from any other organisation (Government, Semi Government, Autonomous or Private) for this research project. Any unspent part of amount would be surrendered to the TRIFED through an account payee demand draft drawn in favour of "TRIFED, New Delhi", and carry forward of funds of the next financial year for utilization for the same project may be considered only with the specific approval of the TRIFED.
12. For permanent/semi-permanent assets acquired solely or mainly out of the funds provided by TRIFED, an audited record in the form of a register shall be maintained by the Implementing Institute. The term "assets" means (I) immovable property and (II) movable property of a capital nature, where the value exceeds Rs. 1000/- The grant will not be utilised for construction of any immovable property, Full facilities by way of accommodation, etc. for the project will be given by the Institute.
13. All the assets acquired from the funds released by TRIFED will be the property of TRIFED and should not without the prior sanction of

TRIFED, be disposed of, or encumbered or utilised for purpose other than those for which the funds have been sanctioned.

14. At the conclusion of the project, the TRIFED will be free to sell or otherwise dispose off assets which are the property of the TRIFED. The Implementing Institution shall render to TRIFED necessary facilities for arranging the sale / disposal of these assets. TRIFED may, however, consider the request of the Implementing Institution to retain the assets created under the project for carrying out similar research work.
15. The Implementing Institution will send to TRIFED, CA audited list of assets referred to at Sl. No. 12 & 13 above at the end of each financial year as well as at the time of seeking further installments.
16. The Implementing Institution would furnish to TRIFED a Utilization Certificate (in GFR 19A) and CA certified audited statement of expenditure as stated in para 8.4, pertaining to the funds received at the end of each financial year as well as a consolidated statement of expenditure at the end of the completion of the project.
17. A stamped "Receipt" be sent to TRIFED on receipt of the Cheque/ Demand draft towards each release.
18. The Controller & Auditor-General of India or the Principal Accounts Officer of the Ministry of Tribal Affairs at their discretion shall have the right of access to the books and accounts of the Implementing Institution for the funds received from the TRIFED.
19. The Implementing Institution would maintain separate audited accounts for the project. If it is found expedient to keep a part or whole of the funds in a bank account earning interest, the interest thus earned should be reported to TRIFED.
20. Sale proceeds, if any, as a result of the development of the project arising directly from funds released by TRIFED shall be reported to the TRIFED. TRIFED may at its discretion allow a portion of such receipt to be

retained by the Implementing Institution for its utilisation for the project activities.

21. The Implementing Institution may not entrust the implementation of the work to another institution and to divert the funds provided by TRIFED. However, in such situations the express permission of TRIFED may be obtained. In case the Implementing Institution is not in a position to execute or complete the project, it may be required to refund forthwith to the TRIFED the entire amount of funds received by it along with interest at prevailing rates.
22. If the Investigator to whom funds for the project have been sanctioned leaves the Implementing Institution, he shall submit five copies of complete and detailed report of the work done by him on the project and the money spent till the date of his/her release and shall also arrange to refund the unspent balance, if any.
23. Diversion of funds from non recurring head i.e. equipment to recurring head like man-power consumable etc. is normally not allowed. However, any re-appropriation of funds under different heads requires prior approval of TRIFED.
24. Statements of accounts as stated in para 8.4 duly certified by a Chartered Accountant is required to be submitted along with the half yearly report. Excess expenditure, beyond the sanction, unless authorised by TRIFED in writing, shall be the responsibility of the Implementing Institution. Also, no transfer of the funds from one budget head to another, without the written consent of TRIFED is permissible.
25. A separate account for the project should be maintained by the Implementing Institution. On completion of the Project, the unspent balance should be sent by the Implementing Institution through a draft in favour of TRIFED. A list of inventory of equipment purchased out of TRIFED's funds should be intimated along with the annual report, giving item-wise cost & source of procurement as in the case of other assets.

26. The project proposal / technology/method proposed in the project proposal should be original & new and it should not have been funded / being funded by any other agency / institution/source.
27. Following policy on the intellectual properties generated under the research grant will be applicable.
 - I. The ownership of the intellectual properties (IP) generated by the research performed under this grant, whether or not legally protected, shall vest jointly in the Implementing Institution and TRIFED. The Implementing Institution shall promptly report to TRIFED its intentions to protect legally any such IP.
 - II. TRIFED shall be deemed to have an irrevocable & royalty free license to use such IPs.
 - III. TRIFED will not be liable for any infringement by the Implementing institution, or by the investigators of the IPRs of the third parties.
 - IV. The royalty /earning by granting license to third party for the said product/ technology/ Research shall be shared equally by TRIFED and concerned Implementing Institution.
 - V. The negotiation with the third party in this regard shall be held together by TRIFED and implementing institution.
28. TRIFED will have the right to call for drawings, specifications and other data necessary to enable the transfer of know-how to other parties and the Implementing Institution shall supply all the needed information at the request of TRIFED which will ensure confidentiality.
29. The TRIFED reserves the right to terminate the agreement at any stage and also to recover the amounts already paid with interest if it is convinced that the institution has failed to comply with the conditions of the agreement or the funds have not been properly utilized or the work on the project has been suspended for any unduly long period or appropriate progress is not being made.
30. All disputes shall be settled in accordance with the provisions of the Arbitration & Conciliation Act 1996 at Delhi.

Signature & Stamp

(Name & Seal)

Principal Investigator

(Authorized Signatory)

For TRIFED

(Name & address)

Witness

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Witness

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