

MEMORANDUM OF UNDERSTANDING BETWEEN “UTTAR BANGA KRISHI VISWAVIDYALAYA” AND (Farmer’s Name / Name of the Farmers’ Club) FOR THE IMPLEMENTATION OF (Name of the Ad-hoc Project)

This Memorandum of Understanding (MOU) is made between **Uttar Banga Krishi Viswavidyalaya (UBKV)** and (Farmer’s Name / Name of the Farmers’ Club) whose name and signature is given below.

- 1) Uttar Banga Krishi Viswavidyalaya (UBKV), refers to the first party of this MOU and is located at Pundibari, Dist-Cooch Behar, Pin-736165, West Bengal, and is a State Agricultural University of West Bengal.
- 2) (Farmer’s Name / Name of the Farmers’ Club) refers to the second party of this MOU, is a farmer / Non Govt. Organisation with the address being engaged in agricultural farming.
- 3) This MOU will address the basic relationship, roles and responsibilities of the two intending parties.

Purpose

The two parties namely “UBKV” and (Farmer’s Name / Name of the Farmers’ Club) enter into this MOU for the purpose of successful implementation of (Name of the Ad-hoc Project), with a collective and individual responsibility for attaining the stipulated objectives of the said program/Ad-hoc project.

Roles, Responsibilities and Rights of the parties

The First party “UBKV” shall be responsible for providing technical support, coordinating and guiding the activities of the Ad-hoc Project and shall be empowered and responsible for utilization of project funds received from the funding agency. The second party (Farmer’s Name / Name of the Farmers’ Club) shall be responsible for all

the field level work in the assigned field/fields along with facilitation of other important activities, as per the requirement of the Ad-hoc project, by maintenance of total transparency, in all types of transactions *viz.*

- i) Executing all the field activities
- ii) Managing of working casual field workers
- iii) Ensuring safety and security of field crop and project implements those may be kept of his custody time to time
- iv) Provide all kinds of assistance to the project scientist and employees of UBKV maintaining
- v) All fields related information and records
- vi) Maintaining transparency and clarify in all kind of communications.

Agreements

- 1) In order to foster the successful implementation of the program, the two parties agree to the following terms and conditions:
 - a) Each party pledges in good faith to go forward with this MOU to further the goals and purposes of this MOU, subject to the terms and conditions of this MOU.
 - b) The parties shall abide by established rules and regulations, as may be amended time to time, in the financial and other matters and shall maintain propriety and transparency.
 - c) The first party "UBKV" would be the leading party and the second party (Farmer's Name / Name of the Farmers' Club) would be the implementing party for the Ad-hoc project. The second party will follow all operational and technical directions, given by the First Party in the matter of the project related work.
 - d) The parties agree that UBKV shall maintain full right, title and interest in any intellectual property right under the said program.
 - e) Cost of cultivation namely seeds, inputs, other implements, labour charges and other shall be paid by the first party. Bills for inputs & different field activities like hired casual labour payment, land preparation etc. would be raised by the second party, which shall be subject to verification by UBKV, at any required time. All financial transactions between the two parties "UBKV" and (Farmer's Name / Name of the Farmers' Club) would be carried out only through A/C payee cheques, Demand Drafts or Money transfer by NEFT or RTGS.
 - f) Second party will engage hired casual labour in the farmer's field, and payment of wages would be done by UBKV to the account of (Farmer's Name / Name of the Farmers' Club) against bills and vouchers raised by him/them from time to time. The rate for hired casual labour at any point of time, shall be the minimum wage rate as notified by the Labour Commissioner, Government of West Bengal.
 - g) All the original bills and vouchers and other documents related with the project activities, shall be kept and maintained by the First Party.
 - h) The first party shall collect free of cost a part of the produce required for the research purpose mandated in the said program/ad-hoc project. After collection by the first party the rest of the produce in the farmer's field shall be the property of the second party.
 - i) In case any equipment, farming implements or other machineries are handed over by the first party "UBKV" to the second party (Farmer's Name / Name of the Farmers' Club), any time during the pendency of the proposed MOU, the ownership of these properties/assets shall always be with the first party "UBKV". The second party

(Farmer's Name / Name of the Farmers' Club) may use these equipments/implements for the mandated work under the specific direction of the first party "UBKV". The responsibility of the maintenance and the safety of these properties shall be with the second party (Farmer's Name / Name of the Farmers' Club) when these equipments/implements are in the custody of the second party. However, the cost of the maintenance shall be borne by the first party "UBKV" from the sanctioned grant.

The two parties, on this day of, 2014, hereby agree to the foregoing MOU, which shall be effective immediately upon full execution by the signatories listed below.

- 1.
- 2.
- 3.
- 4.