

CONTRACT AGREEMENT

This CONTRACT (hereinafter called the "Contract") is made on 08-11-, 2024, between, on the one hand, **Uttar Pradesh State Biodiversity Board** (hereinafter called the "UPSBB") having its office East Wing, IIIrd Floor, A-Block, PICUP Bhawan, Gomti Nagar Lucknow and, on the other hand, Integral Institute of Agricultural Science and Technology (IIAST), Integral University, Kursi Road, Dasauli, U.P., India, 226026 (*herein after called Integral University*).

WHEREAS

- (a) the UPSBB has requested the *Integral University* to provide certain services as defined in Description of Services attached to this Contract (hereinafter called the "Services");
- (b) the Integral Institute of Agricultural Science and Technology (IIAST), Integral University, Kursi Road, Dasauli, U.P., India, 226026 having represented to the UPSBB that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the cost of the services will be financed out of the proceeds of the grant in aid extended by Government of U.P. (*hereinafter called Govt. of U.P.*)

NOW THEREFORE the aforesaid parties hereby agree as follows.

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

Appendix A: Conditions of Contract


Appendix B: Description of the Services

Appendix C: Reporting Requirements

Appendix D: Cost Estimates and Payment Terms

The mutual rights and obligations of the UPSBB and the Integral Institute of Agricultural Science and Technology (IIAST), Integral University, Kursi Road, Dasauli, U.P., India, 226026 shall be as set forth in the Contract, in particular:





Prof. Mohammed Haris Siddiqui
Dean
Faculty of Agricultural Science & Technology
Integral University, Lucknow


Dr. Deepti Srivastava
Associate Professor
Department of Agriculture
Integral Institute of Agriculture
Science & Technology (IIAST)
Integral University, Lucknow

- (a) the Integral Institute of Agricultural Science and Technology (IIAST), Integral University, Kursi Road, Dasauli, U.P., India, Lucknow -226026 shall carry out the Services in accordance with the provisions of the Contract; and
- (b) All necessary permissions for the research should be obtained from the concerned Authority/Department.
- (c) the UPSBB shall make payments to the Integral Institute of Agricultural Science and Technology (IIAST), Integral University, Kursi Road, Dasauli, U.P., India, 226026 (as per consent or request of the Institutes) in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

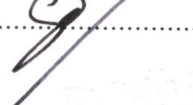
For and on behalf of
U.P. State Biodiversity Board
East Wing, IIIrd Floor, A-Block,
Picup Bhawan,
Gomti Nagar,
Lucknow

Secretary
U.P. State Biodiversity Board
LUCKNOW

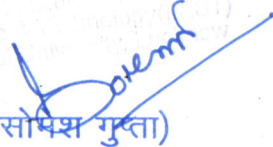
For and on behalf of
Integral University,
Kursi Road,
Dasauli, U.P., India,
Lucknow- 226026

Prof. Mohammed Haris Siddiqui
Registrar
Integral University, Lucknow


Prof. Mohammed Haris Siddiqui
Dean
Faculty of Agricultural Science & Technology
Integral University, Lucknow

Witnesses:

1. 
.....
(Name and Address)


(डा० सोमेश गुप्ता)
तकनीकी अधिकारी
2. उत्तर प्रदेश राज्य जैवविविधता बोर्ड,
लखनऊ.
.....
(Name and Address)




Dr. Deepthi Srivastava
Associate Professor
Department of Agriculture
Integral Institute of Agriculture
Science & Technology (IIAST)
Integral University, Lucknow

Appendix A

Conditions of Contract

1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in Uttar Pradesh, India, as they may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties.
- (c) "Effective Date" means the date on which this Contract comes into force and becomes effective ;
- (d) "Party" means the UPSBB or the Integral Institute of Agricultural Science and Technology, Integral University, Kursi Road, Dasauli, U.P., India, Lucknow -226026 as the case may be, and "Parties" means both of them;
- (e) "Personnel" means persons hired by the Integral Institute of Agricultural Science and Technology (IIAST), Integral University, Kursi Road, Dasauli, U.P., India, Lucknow -226026 as employees and assigned to the performance of the Services or any part thereof;
- (f) "Services" means the work to be performed by Integral Institute of Agricultural Science and Technology (IIAST), Integral University, Kursi Road, Dasauli, U.P., India, Lucknow -226026 pursuant to this Contract, as described in Appendix- B hereto;

2. Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the UPSBB and the Integral Institute of Agricultural Science and Technology (IIAST), Integral University, Kursi Road, Dasauli, U.P., India, Lucknow -226026. The Integral Institute of Agricultural Science and Technology (IIAST), Integral University, Kursi Road, Dasauli, U.P., India, Lucknow -226026 subject to this Contract, have complete charge of Personnel, if any, performing the Services and shall be fully responsible for the Services performed by them.

3. Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law of India.


Secretary
U.P. State Biodiversity Board
LUCKNOW




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Dean
Faculty of Agricultural Science & Technology
Integral University, Lucknow


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Associate Professor
Department of Agriculture
Integral Institute of Agriculture
& Technology (IIAST)
Integral University, Lucknow

4. Notices

4.1- Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telegram or facsimile to such Party at the specified address

4.2- A Party may change its address by giving the other Party prior information.

5. Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") of the UPSBB's notice to the Integral Institute of Agricultural Science and Technology (IIAST), Integral University, Kursi Road, Dasauli, U.P., India, Lucknow -226026 instructing for carrying out the Services.

6. Termination of Contract for Failure to Become Effective

If this Contract has not become effective within one month's time period after the date of the signing of the contract by both the Parties, either Party may, by not less than four (4) weeks' written notice to the other Party, declare this Contract to be null and void.

7. Commencement of Services

The Integral Institute of Agricultural Science and Technology (IIAST), Integral University, Kursi Road, Dasauli, U.P., India, Lucknow -226026 shall begin carrying out the Services within 15 days time period after the Effective Date.

8. Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between both the Parties.

9. Termination of Contract

A party may terminate the contract by giving one month's notice if the other party is not fulfilling its contractual obligations.

10. Standard of

The Integral Institute of Agricultural Science and Technology (IIAST), Integral University, Kursi Road, Dasauli, U.P., India, Lucknow -226026 shall perform the Services and carry out their obligations hereunder with

Performance
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Integral University, Lucknow

all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Integral Institute of Agricultural Science and Technology (IIAST), Integral University, Kursi Road, Dasauli, U.P., India, Lucknow -226026 shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisors to the UPSBB, and shall at all times support and safeguard the UPSBB legitimate interests in any dealings with others or Third Parties.

11. Law Governing Services

The Integral Institute of Agricultural Science and Technology (IIAST), Integral University, Kursi Road, Dasauli, U.P., India, Lucknow -226026 shall perform the Services in accordance with the Applicable Law and shall take all necessary steps to ensure that any Personnel of the Integral Institute of Agricultural Science and Technology (IIAST), Integral University, Kursi Road, Dasauli, U.P., India, Lucknow -226026 and/or their staff shall comply with the Applicable Law.

12. Confidentiality

The Integral Institute of Agricultural Science and Technology, Integral University (IIAST), Kursi Road, Dasauli, U.P., India, Lucknow -226026 shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Services, this Contract or the UPSBB's business or operations without the prior written consent of the UPSBB.

13. Insurance


The Integral Institute of Agricultural Science and Technology (IIAST), Integral University, Kursi Road, Dasauli, U.P., India, Lucknow -226026 shall be responsible for making insurances of their personnel. In no way UPSBB shall be responsible for any kind of mishaps.

14. Serious Hindrances

The Integral Institute of Agricultural Science and Technology (IIAST), Integral University, Kursi Road, Dasauli, U.P., India, Lucknow -226026 shall report to the UPSBB promptly the occurrence of any event or


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condition which might delay or prevent completion of any significant part of the project in accordance with the schedules and to indicate what steps shall be taken to meet the situation.

15. Documents Prepared by the Integral Institute of Agricultural Science and Technology, Integral University, Kursi Road, Dasauli, U.P., India, Lucknow -226026 to be the Property of the UPSBB

All reports, other documents and software prepared by the Integral Institute of Agricultural Science and Technology (IIAST), Integral University, Kursi Road, Dasauli, U.P., India, Lucknow -226026 for the UPSBB under this Contract shall become and remain the property of the UPSBB, and the Integral Institute of Agricultural Science and Technology, Integral University, Kursi Road, Dasauli, U.P., India, Lucknow shall, not later than upon termination or expiration of this Contract, deliver all such documents to the UPSBB, together with a detailed inventory thereof. The Integral Institute of Agricultural Science and Technology (IIAST), Integral University, Kursi Road, Dasauli, U.P., India, Lucknow may retain a copy of such documents and software.

16. Settlement of Disputes

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof. Any dispute between the parties as to matter arising pursuant to this context which cannot be settled amicably shall be settled by arbitration in accordance with the provisions of the Arbitration Act and Conciliation Act, 1996 (India) and shall be subject to Lucknow, Uttar Pradesh jurisdiction only.

17. Facilities to be provided by UPSBB

The UPSBB will not provide any facility to the Integral Institute of Agricultural Science and Technology (IIAST), Integral University, Kursi Road, Dasauli, U.P., India, Lucknow except counterpart officers for discussion, and relevant documents

18. Change of Key Persons

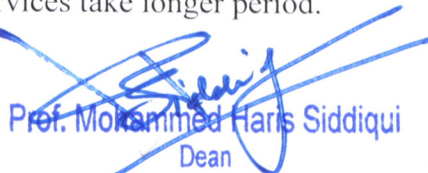
The Principal Investigator or Co-Investigator may not be changed without the written permission of Employer.

19. Period of Services

The period of services will be for financial year 2024-25 and 2025-26. However, this contract is output based and not time based. The Integral Institute of Agricultural Science and Technology, Integral University, Kursi Road, Dasauli, U.P., India, Lucknow cannot claim any extra payment in case the services take longer period.


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Dean
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Integral University, Lucknow


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Associate Professor
Department of Agriculture
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