



GANGADHAR MEHER UNIVERSITY
SAMBALPUR, ODISHA. 768004

Letter No. 1378

Dated: 26.03.2018

From
The Registrar,
Gangadhar Meher University,
Sambalpur.

To
The Member Secretary
Odisha Biodiversity Board, Bhubaneswar.

Sub: Acceptance to carry out the task of Preparation of PBR in Sambalpur district and signed MOU to this effect.

Ref: Your Letter No.: . Estt. 35A/ 2014/ 2533/ OBB, Bhubaneswar dated 08.03.2018,

Sir;

As per your letter no. cited above, I am to inform you that, after careful study of the terms and conditions of the MOU attached and interest shown by the Investigators namely Dr. Pradosh Kumar Acharya and Dr. Dillip Kumar Sahoo, for taking up the task of preparation of Peoples Biodiversity Register in five different BMCs of Sambalpur District, I am sending herewith the signed MOU for your consideration and signature.

Thanking you

26.3.2018
Registrar
G M University
GANGADHAR MEHER UNIVERSITY
Sambalpur
SAMBALPUR

Encl: Signed MOU.



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SAMBALPUR, ODISHA. 768004

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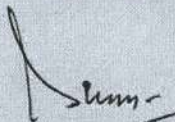
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26.3.2018
Registrar
REGISTRAR
G M University
GANGADHAR MEHER UNIVERSITY
Sambalpur
SAMBALPUR

Encl: Signed MOU.



ଓଡ଼ିଶା ओडिशा ODISHA

AGREEMENT

39AA 064617

This Agreement is made on this _____ day of _____ 2018, wef _____

BETWEEN

The **Office of the Odisha Biodiversity Board, Bhubaneswar** represented by the **Member Secretary, Odisha Biodiversity Board, Bhubaneswar** here-in-after referred to as the "Authority" which expression shall, where the context so requires or admits, also includes its successors or assignees;

And

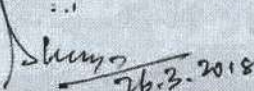
Gangadhar Meher University, Fatak, Budharaja, Sambalpur, Odisha, 768004 represented by The **Registrar, here-in-after called the "University"** which expression shall, where the context so requires or admits, also include its successors or assignees.

Whereas, the "Authority" has offered to assign **Gangadhar Meher University, Fatak, Budharaja, Sambalpur, Odisha, 768004** for the preparation of Peoples Biodiversity Register in Sambalpur district.

And whereas the **Gangadhar Meher University, Sambalpur** agreed to prepare **05 Peoples Biodiversity Registers** in Sambalpur district, the following terms and condition are set towards fulfilment of the assignment by The Registrar, **Gangadhar Meher University, Sambalpur**.

And whereas the "University" has offered to the same in conformity with the Provisions of the agreement;

And whereas the "Authority" has finalized the rate as per the Terms & Conditions of the Agreement to the "University".


Signature of the Representative of the University
REGISTRAR
GANGADHAR MEHER UNIVERSITY
SAMBALPUR

Signature of the Authority

3007 2231 L

G. V. Murali

P. V. Deby

ms



Dist. *[Signature]*

(A. K. GURU)
Stamp Vendor,
Sambalpur.

[Signature]
23/3/18

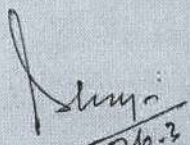
REGISTER
SAMBALPUR UNIVERSITY
SAMBALPUR

(2)

Now this agreement witness as below:

1. That the Annexure containing the Terms and Conditions shall be deemed to form and to be read and construed as part of this agreement.
2. That the "Authority" hereby agrees to pay the "University" the contract price at the time and in manner prescribed in the said terms and conditions.
3. That in the event of any dispute that may arise and in case the matter is referred to the Court of Law, the competent Court within the jurisdiction of High Court of Odisha shall have the "Authority" to decide and dispose of the litigation.
4. That this agreement is valid for five months w.e.f _____ to _____.

IN WITNESS WHEREOF the parties have caused their respective common seals to be here unto affixed or have here unto set their respective hands and seals on the day and year first written above.

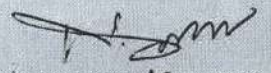

26.2.2018
Signature of the Representative of the University
(With Official Seal)
REGISTRAR
GANGADHAR MEHER UNIVERSITY
SAMBALPUR

Signature of the Authority
(With Official Seal)

In presence of the witnesses:

1. Name: Uma Charan Pali
Address: Dy. Registrar,
G.M. University,
Sambalpur,

1. Name:
Address:


2. Name: Prerna Kumar Nayak
Address: Associate Prof. of Zoology
G.M. Univ., Sambalpur

2. Name:
Address:

Contd...3

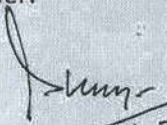
Terms and Conditions

- i. That the **Gangadhar Meher University, Sambalpur, Odisha** is assigned to prepare 05 no. of Peoples Biodiversity Registers (PBRs) in 05 Gram Panchayats (GPs) where Biodiversity Management Committees (BMCs) are already constituted. The list of GP level BMCs are enclosed in Annexure-I.
- ii. That the Peoples Biodiversity Register development process shall follow the latest guidelines of National Biodiversity Authority (NBA). **Gangadhar Meher University, Sambalpur, Odisha** shall prepare the PBRs in the recent format prescribed by NBA.
- iii. That the **Gangadhar Meher University, Sambalpur, Odisha** shall appraise the members of the concerned village Panchayat about the formulation of the Peoples Biodiversity Register and shall take the view and guidance of Sarpanch and other BMC members both prior to and during the Peoples Biodiversity Register development process.
- iv. That the **Gangadhar Meher University, Sambalpur, Odisha** will collect all relevant information relating to all types of biodiversity in the landscapes of the selected Panchayats and compile the same, validate it for its scientific names by conducting PRA with various user groups and stakeholders of biodiversity and in collaboration with technical personnel, local Vaidyas, key informants etc.
- v. That the data and information regarding biodiversity and indigenous knowledge on use of the biodiversity shall be documented in reference to various forest, agricultural and other landscape and water bodies.
- vi. That the **Gangadhar Meher University, Sambalpur, Odisha** will provide the soft copy of the Peoples Biodiversity Register and 3 hard copies (Odia and English) as the final output to Odisha Biodiversity Board separately for each GPs.
- vii. Along with the report, the **Gangadhar Meher University, Sambalpur, Odisha** shall submit photo, specimen in respect of unique data and information.
- viii. That the **Gangadhar Meher University, Sambalpur, Odisha** will also consult various field functionaries as and when necessary for validating information gathered from villagers.
- ix. That the Peoples Biodiversity Register in respect of 05 nos. of village Panchayats are to be formulated and submitted by **Gangadhar Meher University, Sambalpur, Odisha** on or before 31.07.2018. The agreement may be extended by the Authority for further specific period.
- x. That in the event the Peoples Biodiversity Register prepared by **Gangadhar Meher University, Sambalpur, Odisha** will be found to be deficient, inappropriate or irrelevant after the same is evaluated by an expert committee of Odisha Biodiversity Board, the same will be revised accordingly by the University as per the advice of the Odisha Biodiversity Board.
- xi. That an amount of Rs. 90,000/- (Rupees Ninety thousand only) per PBR will be paid for complete and successful formulation of Peoples Biodiversity Register. An advance of 50% for 05 PBRs will be given by the Board. Further 30% will be released after

approval of draft PBRs. Rest 20% would be paid on final submission and approval of the PBRs.

- xii. That the **Gangadhar Meher University, Sambalpur, Odisha** shall not publish any Intellectual Property Rights (IPRs) material related to traditional Knowledge (TK) and patents of local knowledge holders regarding uses of bioresources without prior consent and recognition of the knowledge holders.
- xiii. Unutilized amount, if any shall be refunded to Member Secretary, Odisha Biodiversity Board.
- xiv. University may be assigned more number of PBRs depending upon successful completion of assigned work.
- xv. Any dispute regarding the assignment and execution of agreement will be arbitrated by the Chairman, Odisha Biodiversity Board which will be binding on both the parties.

As the aforesaid terms and conditions are acceptable to Odisha Biodiversity Board, Bhubaneswar and **Gangadhar Meher University, Sambalpur, Odisha**, the authorized representative of both the organizations hereby affirm to abide by the above and signed as under.


26.3.2018
Registrar
Gangadhar Meher University,
Sambalpur, Odisha
REGISTRAR
GANGADHAR MEHER UNIVERSITY
SAMBALPUR

Member Secretary
Odisha Biodiversity Board, Bhubaneswar