

AGREEMENT FOR PARB-CGS PROJECT IMPLEMENTATION AND FINANCING

THIS AGREEMENT FOR PROJECT IMPLEMENTATION AND FINANCING (hereinafter referred to as the "**Agreement**") is made at Lahore on day of , 200 for implementation and financing of PARB approved project No._____titled "_____ " costing Rs._____million as appended to this Agreement.

This agreement is by and between:-

The Punjab Agricultural Research Board (PARB), a body corporate established under the **Act XIV of 1997** acting through _____, Chief Executive, Punjab Agricultural Research Board (PARB), (hereinafter referred to as the "Board" where the context so permits shall mean and include its successors in interest and permitted assigns) of the First Part.

AND

The _____ (*name of the host institution*) acting through Mr./Ms./Dr. _____ (hereinafter referred to as the "**Project Manager**") where the context so permits shall mean and include its successors in interest and permitted assigns) of the Second Part.

AND

The _____ (*name of the host institution*) acting through Mr./Ms./Dr. _____ (hereinafter referred to as the "**Head of the Host Institution**") where the context so permits shall mean and include its successors in interest and permitted assigns) of the Second Part.

AND

The _____ (*name of the host organization*) acting through Mr./Ms./Dr. _____ (hereinafter referred to as the "**Head of the Host Organization**") where the context so permits shall mean and include its successors in interest and permitted assigns) of the Second Part.

AND

The _____ (*name of the collaborating institution-I*) acting through Mr./Ms./Dr. _____ (hereinafter referred to as the "**Team Leader-I**") where the context so permits shall mean and include its successors in interest and permitted assigns) of the Third Part

AND

The _____ (*name of the collaborating institution-I*) acting through Mr./Ms./Dr. _____ (hereinafter referred to as the "**Head of the Collaborating Institution-I**") where the context so permits shall mean and include its successors- in interest and permitted assigns) of the Third Part.

AND

The _____ (*name of the collaborating organization-I*) acting through Mr./Ms./Dr. _____ (hereinafter referred to as the "**Head of the Collaborating Organization-I**") where the context so permits shall mean and include its successors in interest and permitted assigns) of the Third Part.

Note:- Add more collaborating institution (s)/organization(s), if required

WHEREAS:-

The parties to the Agreement desire to produce their entire understanding into writing. Hence, they have entered into the Agreement on the terms and conditions stated below.

NOW THEREFORE:-

It is declared that in consideration of the mutual promises and covenants made herein, the parties agree as follows which will form part and parcel of the Agreement: -

1. Rights and Obligations of the Board

- 1.1 The Board shall be obligated and responsible to release the budget as approved in the Project.
- 1.2 The first Installment of the budget shall be released by the Board within one month from the date of signing the Agreement.
- 1.3 The second and ensuing Installment(s) shall be made on bi-annual basis within one month after submission of the satisfactory progress report by the Project Manager on due dates.
- 1.4 The Chief Executive (on behalf of the Board) shall have the unconditional rights to retain or withhold any payment of the budget or part thereof or even terminate the project where anyone or more of the following circumstances exist. The action taken shall be informed to the Board in forthcoming meeting:-
 - (a) The PM/TL charges any of the PARB funded activity from another funding source.
 - (b) The Project Manager fails to provide satisfactory progress report on due date(s).
 - (c) The Project fails to achieve its milestone(s) by the due date(s) as reported by the Monitoring and Evaluation Division of PARB.
 - (d) The Misuse of budget by the Project Manager/Team Leader(s) for any of the following reasons:-
 - (i) expenditures not stated in the Budget details and for which prior written approval had not been obtained from the Competent Authority;
 - (ii) Diversion of budget from one head to another head in excess of Rs. 50,000/- in a year without prior written consent of the Board;
 - (iii) Failure to disburse budget to the collaborating institution(s) as agreed in the project.
 - (e) the Host/Collaborating Organization(s) fails to designate a replacement of the Project Manager/Team Leader/scientist(s) working for the project who resigns, transferred, dies or retires from the Institution.
 - (f) Any other unforeseen reason where it is not possible for the Board to continue funding the project.
- 1.5 The Chief Executive (CE) shall have the right to terminate the authority of the Project Manager to manage the Project, provided that the CE receives information or is notified that

the Project Manager is unable for any reasons whatsoever to perform his/her functions. The CE shall have the right to find the suitable replacement for the Project Manager who shall be recommended by the Host Organization. The action taken shall be informed to the Board later on.

- 1.6 If performance of any project or its component or any activity of the project is found unsatisfactory, the Board shall have the authority to terminate or transfer that project, component or activity to other institution or organization.
- 1.7 The Board shall have the equal rights in IPRs with host/collaborating organization(s), in respect of titles and interest in any output that results from the Project.

2. Disbursement of Funds

- 2.1 The Chief Executive (CE) (on behalf of the Board) shall transfer all the funds into the Project Account of the host institution to be operated jointly by the Project Manager and the head of the host Institution/organization or his/her representative. The action taken shall be informed to the Board later on.
- 2.2 The budget share of the collaborating institution(s) shall be transferred by the Project Manager to the Project Account(s) of the collaborating institution(s) to be operated jointly by the Team Leader and the head of the collaborating institution(s)/organization(s) or his/her/their representative(s).

3. Rights and Duties of the Project Manager/Team Leader and Scientist(s)

- 3.1 The Project Manager/Team Leader(s) shall be responsible to employ the project staff (Research Associates and contingent paid labour) of his/her/their component(s) and that project staff shall be the employee of the Project Manager/Team Leader(s) and shall have no obligation with the Board;
- 3.2 The Project Manager/Team Leader(s) shall be solely responsible for paying salaries/remuneration of the project staff on time @ approved in the project.
- 3.3 The Project Manager/Team Leader(s) as convenor of the Recruitment Committee shall appoint project staff on the recommendations of the Recruitment Committee(s) constituted by the Head of the Host/Collaborating Organization(s). The Host/Collaborating Organization(s) will notify the recruitment to PARB along with the CV of the selected person.
- 3.4 The Project Manager/Team Leader(s) shall have the authority to terminate any project employee under intimation to PARB, host/collaborating institution/ organization, and appoint his/her substitute as and when necessary following the same procedure as prescribed in 3.3.
- 3.4 The Project Manager/Team Leader(s) shall maintain project account(s) in respect of all the expenditure under different head(s) of account for the purpose of audit in accordance with the practices prevailing in the host/collaborating organization(s).
- 3.5 The Project Manager/Team Leader(s) shall be personally liable to refund any unspent amount or the amount(s) of the budget that has been utilized for the purpose other than the Project.
- 3.6 The Project Manager shall have the right(s) to receive incentive which shall be as depicted in the project document with the approval of the Chief Executive PARB on

annual basis subject to submission of satisfactory progress report(s).

- 3.7 The Project Manager shall have the right(s) to receive incentive to the tune of 1% of the actual funds utilized during the year. The incentive shall be paid subject to satisfactory completion of the Key Performance Indicator (milestone). This incentive shall be disbursed with the approval of the Chief Executive PARB on annual basis subject to submission of satisfactory progress report(s).
- 3.8 The Project Manager shall intimate the Chief Executive (on behalf of the Board), in case further release of the share of the instalment is to be withheld for any Collaborating Institution(s) because of its/their unsatisfactory performance. The action shall be informed to the Board later on.
- 3.9 The Team Leader and the scientists (except project employees) of the host/ collaborating institution(s) working for a particular project activity shall be entitled to receive incentive to the tune of 5% of the actual funds utilized during the year for that activity equally or according to the ratio specified in the Project on annual basis. This incentive shall be disbursed with the approval of the Project Manager. The incentive shall be paid on the achievement of KPIs of activities to be completed every year.
- 3.10 Maintenance of vouched account with original vouchers will be the responsibility of Project Manager and respective Team Leaders and they will also responsible for internal and external audit.
- 3.11 PPRA Punjab rules will be applied on/for all kind of procurement. Project Manager and Team Leaders will have to follow the guidelines procedure and polices of PARB

Note :-

1. The share of PM shall be approved by the CE PARB
 2. The share of the scientists of the host/collaborating institutes shall be approved by the concerned PM/TL.
 3. If PM/TL desire, the incentive amount can be directly released to them and they can distribute it among project scientists according to the prescribed share in the PC-1 with intimation to PARB.
- 3.12 The Project Manager shall have full financial powers and administrative control over the entire Project activities and be responsible for supervising the entire Project and shall coordinate and collaborate with the Host/Collaborating Institution(s)/Organization(s).
 - 3.13 The Team Leader(s) shall have full financial powers and administrative control over the Project activities of his/her/their component(s) and be responsible for supervising the Project activities of his/her/their component(s) and shall coordinate and collaborate with the Host/collaborating institution(s)/Organization(s).

4. Rights and Duties of the Host/Collaborating Organization(s)/Institution(s)

- 4.1 The host/collaborating Organization(s)/Institution(s) shall provide complete support for the establishment and operation of the Project and also provide other facilities including its staff, land, building, laboratories, machinery, equipment, plant transport, and other amenities including utilities and services etc. until the Project is completed or the Project is terminated by the Board.
- 4.2 The Host Institute/Organization and Collaborating Institute (s)/organization (s) shall provide suitable replacement of the Project Manager/Team Leader(s)/ scientist(s), if any of them resigns, is transferred, dies or retires.

Note :-

- 1) the replacement of PM/TL as provided by the Host Institute/Organization shall be got approved from the Chief Executive, PARB and;
- 2) the replacement of the scientists shall be made by the concerned PM/TL under intimation to PARB
- 4.3 The 35% of the Management Fee shall be available to the Head of the Host/Collaborating Organization(s) and 65% of the Management Fee shall be utilized by the Project Manager/Team Leader(s) in their respective Institution(s). The negative list for utilization of Management fee shall be notified separately.
- 4.4 The entire amount of management fee released as part and parcel of the budget shall be kept in the project account(s) of the Project Manager/Team Leader(s) from where it would be disbursed by the Project Manager/Team Leader(s) and its account will also be maintained in proper manner for audit by the Project Manager/Team Leader (s).
- 4.5 The Project Manager/Team leader(s) shall use all its resources and endeavours to meet all the milestone(s) specified in the Project by their due date(s) as specified there under. In case of failure to achieve the milestones by due dates, intimation of such an event shall be given to the Board within seven days of such event taking place.

5. General Provisions:

- 5.1 It is agreed by all the parties to the contract that, in case, the Board terminates the project or withholds or suspends making Payment of the budget for anyone or more of the reasons specified in clause 1.4 above, the Parties shall be bound by it and such decision of the Board shall be final and conclusive against all the Parties.
- 5.2 The dispute arising out of or related to the Agreement regarding performance or non performance of any part of the Agreement or relating to any of the terms and conditions of the Agreement or regarding any breach of obligation or duty under this Agreement shall be settled in the following manner:-
 - (i) The parties to the dispute shall enter into negotiations that shall be presided by the Chief Executive of the Board whose decision shall be final.
 - (ii) In case any party to the agreement is aggrieved of any decision of the Board, the matter or dispute may be referred to Arbitration by serving a notice to appoint an Arbitrator, who shall be appointed by the Chairman Board whose decision/award shall be final and binding on all the parties to the dispute and such decision/award shall be made as rule of the Court.
 - (iii) However, no notice for appointment of arbitrator or reference to arbitration may be made under Clause 5.2 above without complying with Clause 5.2(i) first.
- 5.3 It is agreed between the parties to the Agreement that each and every clause of the Agreement is a separate and independent clause. In case any clause or more clauses of the Agreement is (are) found to be illegal, or unenforceable, then the only such clause (s) or portion (s) thereof shall be treated as void without prejudice to the enforceability and legality of the other clauses and the remaining Agreement shall continue to be valid and binding between the parties.
- 5.4 All the provisions of the project annexed to this agreement whether included in the agreement or not shall be a binding on all the parties.
- 5.5 In case, the costs of the project escalate or the Budget becomes insufficient or is estimated to

be inadequate, the Host/Collaborating Institution(s)/Organization(s) shall have any right nor any expectation to seek or demand further fund (s) from the Board, however, the Board may, in its sole discretion, agree to provide the fund (s) over and above the Budget approved by it, without any obligation of doing so.

- 5.6 At the time of termination of the Project or upon its completion, all the assets/stores procured by the project funds, shall vest in the Board, unless the Board agrees in writing to convey its rights and titles in these assets/stores to the Host/Collaborating Organization(s) as the case may be. In case the assets/stores are not transferred by the Board to the Host/Collaborating Institution(s)/organization(s), the Board shall have the right to transfer or dispose off any or all the assets/stores that may have been acquired for the purpose of establishment and operation of the Project.
- 5.7. All project related foreign trips will be got approved from the Chief Executive PARB before commencement, and NOC will be required from the Competent Authority.

IN WITNESS WHEREOF the following parties (for or on behalf of the party) have put their respective signatures on the date, month and year written above.

	Project Manager	Witness 1	Witness 2
Name			
Designation			
Address			
CNIC No			
Signature with Seal			

	Head of the Host Institution	Head of the Host Organization
Name		
Designation		
Address		
CNIC No		
Signature with Seal		

	Team Leader-I	Head of the Collaborating Institution-I
Name		
Designation		
Address		
CNIC No		
Signature with Seal		

Head of the Collaborating Organization-I

Name	
Designation	
Address	
CNIC No	
Signature with Seal	

Note:- Add more Team Leaders, collaborating institution (s) and organization(s), if needed

For and on behalf of the Board

Name	
Designation	Chief Executive PARB
Address	Punjab Agricultural Research Board 72-G Johar Town Lahore
CNIC No	
Signature with Seal	