



पंजाब PUNJAB

Government of India

Ministry of Environment, Forest & Climate Change

AE 514862

CS-Division

MEMORANDUM OF UNDERSTANDING

Between the Botanic Garden (Host Institution), Ministry of Environment, Forest & Climate Change (MoEFCC) and Botanical Survey of India (BSI) in respect of the scheme on Assistance to Botanic Gardens (ABG)

1. A Memorandum of Understanding (MoU) has been reached this day of..... between the Ministry of Environment, Forest & Climate Change, GOI (hereinafter referred to as MoEF&CC, BSI) and...GNDU... (Name of Institution/Organisation), (hereinafter referred to as the Botanic Garden) with respect to implement the scheme Assistance to Botanic Garden (ABG) vide Ministry's sanction letter dated..16.10.2018 for total amount of Rs 71.80 Lakh for a period of three... years.

The MoU deals mainly with delineating the responsibilities of the MoEFCC, BSI and the PI (Botanic Garden/Lead Garden); the fulfilment of terms and conditions which is essential for achieving the objectives of the scheme.

II. Objectives of the ABG Scheme:

1. Strengthening of infrastructural facilities in Botanic Gardens, Botanical Sections in popular Gardens and Centres of ex-situ conservation.

2. Ex-situ conservation of indigenous particularly Endemic and Threatened (Critically Endangered, Endangered and Vulnerable) plant species, their multiplication, Re-introduction and rehabilitation of said plants in natural habitats in collaboration with State Forest Department on project basis.

3. Establishment of seed banks, arboreta and mist propagation facilities.

4. Promotion of education and public awareness in respect of above said plants.

III. Responsibilities of MoEFCC

i. To facilitate effective functioning of Botanic Gardens/Lead Gardens through BSI.

ii. To issue the sanction order and release the grants-in-aid earmarked to the Botanic Garden subject to satisfactory progress and receipt of required financial status.

iii. To assist and support the Botanic Garden in every way to ensure the achievement of objectives of the ABG Scheme.

iv. To ensure timely completion of the project.

v. Monitoring evaluation and inspection of the Project by MoEFCC or any other officer / agency authorized in regard.

IV. Responsibilities of the Smaller Botanic Garden/Lead Botanic Garden

❖ The institute shall strive to maximise generation of internal resources and eventually attain self-sufficiency. It shall create a corpus fund, the returns in investment of which will enable the institute to meet its revenue expenditure.

❖ To ensure that government grant is spent for the purpose for which it is given and to submit Utilization Certificate/Progress Report/Photos of physical deliverables.

❖ To allow audit and inspection by the Ministry.

❖ To follow DBT scheme in all its transaction.

❖ To follow GFR and economy instructions in respect of groups received from the central government.

- ❖ To consolidate the accounts of all branches/units and get the accounts audited by an auditor appointed from the panel of C&AG.
- ❖ To get the audit done by C&AG, if the Government grant exceeds Rs 1Cr in a year.
- ❖ To publish the annual Audited accounts in its website for public viewing.
- ❖ The major responsibilities of the Lead Botanic Garden is to serve as a referral centre and a model with respect to conservation of threatened and endemic species of different phytogeographic region of the country .
- ❖ The lead Botanic Gardens would serve as a important node in the network of other Botanic Garden of the region supported by the Ministry under the scheme in term of exchanging knowledge and plant material of the identified threatened and endemic species and also ensuring maintenance of such plant species populations.
- ❖ The knowledge generation activity undertaken in the lead Botanic Garden is linked to the ultimate management objective of ex situ conservation.
- ❖ Conserve natural vegetation specially Endemic and Threatened plant species through multiplying them ex-situ and rehabilitating them in their natural habitats.
- ❖ Study of the Phenology and response of the plants to climate variability/change.
- ❖ Serve as centres of training, with expertise in a focused area of subject specialization, including horticulture.
- ❖ Building up of information on *in-situ* as well as *ex-situ* conservation of the Endemic and Threatened species and their habitats.
- ❖ Compile information on the area of occurrence, area of occupancy, number and size of populations, spatial distribution of populations, identification of important associates such as pollinator's trends in relation to habitat changes and pattern of disturbance, etc. Besides prepare Red Data Sheets for the selected species as per IUCN format.
- ❖ Promote environmental awareness/nature conservation through well defined education programmes and educational materials.

- ❖ Standardisation of propagation techniques for Endemic and Threatened plant species of the particular region.
- ❖ Submission of half-yearly progress report in physical and financial terms (as per proforma) and to report to Ministry measurable Parameters for each grant and its achievement.
- ❖ Submit six monthly progress report on above items of work to Ministry

V. Responsibilities of Botanical Survey of India (BSI)

(i) BSI would be responsible for ensuring that quality milestones of the scheme are achieved at the end of the plan period.

(ii) Funding of the Botanic Gardens/Lead Botanic Gardens under the scheme would be routed through BSI on the basis of authorization issued by the Ministry to the PAO of the BSI.

(iii) BSI will receive the proposals in the prescribed proforma given in the Guidelines in response to the advertisement in print media (or) posted on the website of the MOEFCC.

(iv) BSI will verify the competence of the proponent organization in terms of the expertise and experience of the proponents to undertake the proposed activities in accordance with the guidelines of the scheme. BSI will also conduct a technical scrutiny of the Action Plan of the proponent organization. The Action Plan would be accompanied by the budgetary estimates for the implementation of the action plan.

(v) After the detailed scrutiny and the budget estimates, BSI will place the proposals before the Expert Group constituted by the Ministry for appraisal and recommendation to the Ministry for approval.

(vi) Recommendations / Suggestions of the Expert Group would be appropriately incorporated in the Action Plan and final proposal would be submitted to the MOEFCC through BSI by the Botanic Gardens in a suitable format for obtaining concurrence of IFD and approval of the Competent Authority.

(vii) Based on the recommendations of the Expert Group, the Ministry with the concurrence of IFD would issue authorization to the BSI for onward release of funds to the respective participating Botanic Gardens/Lead Botanic Gardens under the programme.

(viii) The BSI would ensure monitoring and review of the ongoing projects and also physical verification of the facilities created, number of Endemic and Threatened plant species conserved, rehabilitated and survived in the field and then submit the performance report to the Expert Group for review annually.

(ix) The BSI would submit to the MOEFCC duly examined utilization certificates/expenditure statements with their recommendations for authorization of funds out of allocation made by the Ministry for the scheme during the financial year.

VI. Terms & Conditions.

1. The grants-in-aid shall be released in annual instalments as not more than 60% in the first instalment, second installment not more than 30% and in the third installment rest of the amount. While the first instalment shall be released on the recommendations of the Expert Group Committee, subsequent releases will depend on the submission of the requisite Utilization Certificate, Expenditure Statements and Progress Reports, etc. by the project/implementing agencies and their acceptance by the BSI and Ministry. The Botanic Gardens should submit one set of Utilization Certificate, Expenditure Statements and Progress Reports, etc. to BSI and another set to MoEFCC. The project activities should be completed within the allotted time period. The Institute receiving Grant under the Scheme shall open a separate Bank account and it shall be open for audit by Central Government or C&AG.

2. The PI of the project through Head of the Department or the Competent Authority shall submit an Undertaking to the effect that the land use of the land designated for the proposed Botanic Garden shall remain unchanged and the Garden shall be maintained from the institute funds after receiving the financial support from the Ministry for improvement of Botanic Garden. The fixed assets created under this grant shall not be disposed off without concurrence of the Ministry. If the implementing agency fail to utilize the fund for the purpose it was granted in project period then it has to refund the fund to Ministry along with the Bank interest incurred.

3. The Botanic Garden receiving funding should give saplings of all the endemic, threatened and economically important plant species introduced in their garden as a result of funding by MoEFCC from this project to the respective Regional Centres of BSI where the garden is located.

4. In the event of the Expert Group Committee recommending closure of the funding to the Botanic Garden, this MOU shall

be terminated, after giving a clear notice of one month's time to the Project implementing agency.

5. In case of termination of the MoU, all unutilized funds up to the date of termination of the agreement will have to be returned to the Ministry by the Botanical Garden and there should not be any overlapping of the activities under the projects with the activities of on-going scheme under CSS/CS State Government Scheme

6. Due caution should be exercised by the Botanic Garden in dissemination /publication of any information/data/findings of sensitive/classified nature, emanating out of the project. They can consult the BSI in this regard. The ultimate responsibility of ensuring discretion and secrecy of data/findings in such cases will rest entirely with the Botanic Garden.

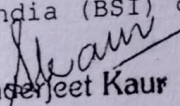
7. There shall not be any cost -escalation of the project due to any delay/time over run and if so same will have to be borne by the Host Institution.

8. All disputes, disagreements, etc. if any, arising out of the Assistance to Botanic Garden Scheme, shall be resolved by the Ministry, in consultation with expert Group or any other agency.

9. MoEFCC reserves the right to add, delete or modify the provisions of the MOU, which shall invariably be approved by the Competent Authority of the Ministry.

10. On all aspects where this MoU is silent or for special cases of deviation from the provisions of this MoU or the Assistance to Botanic Garden Scheme, the decision of the Ministry shall be final.

11. The above MoU has been entered into and signed on behalf of MoEFCC, the Botanical Garden and implementing agency Botanical Survey of India (BSI) on the day..., month... and year....

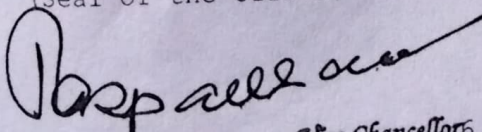

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