

**MEMORANDUM OF UNDERSTANDING TO BE SIGNED BY LALA LAJPAT RAI UNIVERSITY OF VETERINARY AND ANIMAL SCIENCES, HISAR (Haryana) AND GOVERNMENT OF INDIA FOR THE MANAGEMENT OF NATIONAL INSTITUTE OF ANIMAL WELFARE (Ministry of Environment, Forests and Climate Change, Govt of India) TO LALA LAJPAT RAI UNIVERSITY OF VETERINARY AND ANIMAL SCIENCES, HISAR**

THIS AGREEMENT made this 12<sup>m</sup> day of Nov. 2018 between the President of India (hereinafter referred to as "the Government" which expression shall where context so admits to include his successors in office assigns) of the one part and the **Lala Lajpat Rai University of Veterinary and Animal Sciences** (hereinafter referred to as "University" which expression shall where the context to admits to include its successors and assigns) of the other part.

2. AND WHEREAS the **NATIONAL INSTITUTE OF ANIMAL WELFARE** has been established with physical facilities, Instructional staff and equipment necessary to provide studies in the field of animal welfare on a short and long term basis as required by the Govt. of India, **Ministry of Environment, Forests and Climate Change, Animal Welfare Division** and the Institute has been developed as a national institute for training, education and research.

3. AND WHEREAS in pursuance of the aforesaid. Government set-up a **NATIONAL INSTITUTE OF ANIMAL WELFARE** at Ballabgharh, Haryana, under the administrative control of **Animal Welfare Division, Ministry of Environment, Forests and Climate Change, Govt of India** (hereinafter referred to as "Institute").

4. AND WHEREAS the Government has decided to transfer the Institute to the University and the University has agreed to take over the administrative control and overall management of the Institute, including all infrastructures, inter alia, for better linkage with education, research, extension and qualitative improvement in the training to be provided at the Institute on the terms and conditions hereinafter.

NOW THIS PRESENT WITNESSETH THAT in consideration of the above, the Parties have agreed as under:

CLAUSE- I

The Government hereby agrees:

- i. That while the ownership of the Institute will remain with the Government, the day to day administration and management of the Institute as well as the hospital including all infrastructures till the time period of the contract will be with the University.
- ii. That the Government will provide non-recurring financial assistance adequate for providing necessary facilities to the University for strengthening the Institute and for developing necessary facilities for short and long term training and studies, on mutually agreeable terms. The recurring and non-recurring expenditure will be decided by the University after taking over the charge of the Institute.



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- iii. That the Government will provide recurring financial assistance as per budget allocation, for employing the Institutional staff, visits of overseas faculty to NIAW for initial years and providing other facilities so long as the training courses are run by the Institute as sponsored by the Animal Welfare Division.
- iv. University will primarily run the Animal welfare courses as per mandate of NIAW which could be further strengthened with other courses covering basic principles of animal welfare, as per its mandate.
- v. Government and University will make all efforts to see that the students passing out get employment in the field of animal welfare.

#### CLAUSE- II

The University here by agrees:

- i. That the Institute will run as a constituent unit of the University and will be under its overall control.
- ii. That during the 1<sup>st</sup> Academic year, the Institute will conduct six (4 weeks certificate), two (12 weeks certificate) courses. During 2<sup>nd</sup> Academic year, six (4 weeks certificate), two (12 weeks certificate) and one/two (6 months diploma) courses. During 3<sup>rd</sup> Academic year, after reviewing the response and usefulness of the certificate and diploma courses, efforts will be made to start the PG course, with suitable intervals in between them. Initially number of trainees for each course will be 20, which may go upto 30. The responsibility of getting adequate number of participants for the course will lie with the University. The Registration fee/Fee, if any, will be deposited in a separate account.
- iii. That the University will undertake to develop the syllabi for various Training Programme on the basis of broad out-lines provided by the **Animal Welfare Division, Ministry of Environment, Forests and Climate Change**, from time to time.
- iv. That all the existing assets of the Institute, transferred to the University and those which will be created in future under the strengthening scheme with the funds directly or indirectly provided and/or made available by the Government will be used by the University on permanent and continuing basis for providing training as a regular part of their curriculum till the validity of the MoU.
- v. No existing assets and/or assets created in future under the funds provided by Government or any part thereof shall be disposed of, transferred, charged or encumbered by the University without prior approval of the Government.
- vi. That the University will submit a set of audited statement of accounts of all receipts & payment for running of AW courses at the Institute as a whole for the financial year.



- vii. That the University will submit annual report to the Government on the working of the Institute not later than the first quarter of the following year.

#### CLAUSE-III

The University further agrees and undertakes that:-

- i. The teaching and supporting staff will be appointed on contractual/outsourced basis by the University as per University rules.
- ii. The University will constitute a Management Committee to plan and review the working of the Institute which will have representative of Animal Welfare Division of MoEF&CC. Representatives of NGOs/ eminent personalities in the field of animal welfare will be invited on tenured basis as an invited member of the Management Committee. Matters related to courses/education will be referred to academic council of the University for Final Decision.

#### CLAUSE-IV

It is hereby agreed and declared by the Parties as follows:-

- i. The Institute will enjoy functional autonomy for planning and implementing training programmes including-tour and will work under the direct administrative control of the Vice-Chancellor.
- ii. The Regional Director/Director (Head of the Institute) will have direct access to the Animal Welfare Division, Government of India on matters relating to the courses to be conducted each year. These would, however, be coordinated by the Regional Director/Director in consultation with Controlling Officer of the Institute at University level.
- iii. The Institute will work under the direct administrative control of the Vice-Chancellor. It will be obligatory on the part of the Institute to implement the programmes sponsored by the Animal Welfare Division, Government of India.
- iv. The ownership of all the existing or any future lands, building equipments other assets of the Institute, created with the funds of Government will remain with the Government while University will have exclusive right to use them during the period of this agreement. A list of assets is annexed herewith. The University will utilize the buildings, staff equipments and other facilities in line with the specific objectives and the intent of this Agreement. In the event these facilities cease to be utilized for specific purposes, the Government shall have the right to utilize the assets as it may so desire.
- vi. This MOU may be modified, through a written document signed by duly authorized representative of both the parties.
- vii. The agreement will come into effect as soon as both the Parties sign it and will be initially valid for 3 years, which shall be further extended on mutually agreeable terms.

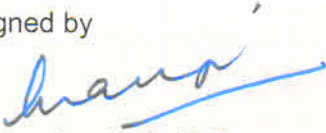


- viii All disputes and differences arising out of or in any way touching or concerning this agreement shall be referred to the decision of an Arbitration Committee of two Arbitrators out of which one will be Vice-Chancellor of the University or his nominee and other nominee of the Government.
- ix Terms and Termination: Government may terminate this MoU upon 30 calendar days notice if University does not remedy a failure in the performance of its obligations under the MoU. The University may terminate this MoU if the Government fails to make any payment to the University pursuant to this MoU within 30 days after receiving written notice from the University that such payment is overdue.
- x The Government has agreed to bear the stamp duty, if any for this document.

IN WITNESS WHEREOF parties hereto, through their duly authorized representatives, have set their respective hands on the day, month and year first above written.

Signed by

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For and on behalf of

**President of India**

(मंजु पाण्डे)  
(MANJU PANDEY)  
संयुक्त सचिव/Joint Secretary  
पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय  
M/o Environment, Forest and Climate Change  
भारत सरकार, नई दिल्ली  
Govt. of India, New Delhi

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For and on behalf of

**Lala Lajpat Rai University of Veterinary  
and Animal Sciences**

**Dr. Gurdial Singh**  
**Vice-Chancellor**  
**Lala Lajpat Rai University of**  
**Veterinary and Animal Sciences**  
**Hisar-125004 (Haryana)**

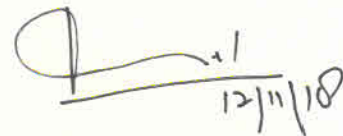
Witnessed by:

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(रमेश कुमार)  
(RAMESH KUMAR)  
अवर सचिव/Under Secretary  
पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय  
Min. of Environment, Forests & Climate Change  
भारत सरकार, नई दिल्ली  
Govt. of India, New Delhi

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**Dr. PARVEEN GOEL**  
**Director Research**  
**Lala Lajpat Rai University of**  
**Veterinary & Animal Sciences**  
**Hisar-125004 (Haryana)**