



UNIVERSITY GRANTS COMMISSION
BAHADUR SHAH ZAFAR MARG
NEW DELHI - 110 002

08 JUN 2018

No. F.540/3/DRS-II/2018(SAP-I)

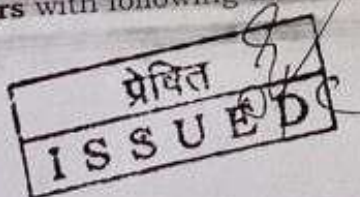
June, 2018

The Registrar,
H.N.B. Garhwal University,
Srinagar - 246 174.

Sub.: University Grants Commission assistance to the selected department under Special Assistance Programme (SAP)- Review of the Programme in the **Department of Chemistry, H.N.B. Garhwal University**, for up gradation /continuation from **DRS-I to DRS-II** for a period of 5 years (01-04-2018 to 31-03-2023) subject to availability of funds and continuation of the scheme beyond 31-03-2019.

Sir,

1. UGC's Special Assistance Programme (SAP) is intended through constant effort to raise the quality of teaching/ research in different disciplines in Bio-Sciences, Sciences, Engineering & Technology, Humanities, Social Science departments and carefully selected on the basis of their work, academic achievements and viable potential for further development. The essence and primary aim of the scheme is combination of teaching and research to encourage group research efforts in pursuit of excellence.
2. The Department of **Chemistry** was at **DRS-I** of the SAP programme at **Phase-I** approved for a duration of five years for **01.04.2010 to 31.03.2015**.
3. As per guidelines, the Commission constituted an Expert Committee to review the progress of above said department on completion of tenure under the Special Assistance Programme (SAP). The Expert Committee Reviewed the department on **24th October, 2016 in the office of UGC New Delhi**.
4. The Review Committee, after a very careful and critical in-depth examination of the academic achievements of the department during the term as well as various aspects of implementation of the programme with the departmental representatives has submitted their recommendations to the Commission.
5. UGC has approved the **Department of Chemistry** from **DRS-I to DRS-II** programme for a period of **Five years from 01-04-2018 to 31-03-2023**. Period from 1-4-2015 to 31-03-2018 may be treated as gap years.
6. On the basis of the recommendations of the Review Committee, approval of the University Grants Commission is conveyed for continuation/Up-gradation of the programme at the level of **DRS-II** for 5 years with following thrust area(s) for research and teaching:



Thrust Areas Identified

• Natural Products Chemistry

As recommended by the Review Committee, name of the Co-ordinator & the deputy Co-ordinator of the Programme for the present phase will be

- Name of the Co-ordinator :- **Prof. D.S. Nagi.**
- Name of the Dy. Co-ordinator: - **To be nominated by the Vice-Chancellor for DRS-II programme under SAP.**

The Co-ordinator may continue till the end of the present duration of the programme or till his/her superannuation.

7. The financial assistance approved for implementing the present phase at the level of **DRS-II** for a duration of **5 years (01-04-2018 to 31-03-2023)** is given below :-

S. No.	Non-Recurring (Items) (Rs. In Lakh)	Rs. (In Lakh)
1.	Equipment: Fluorimeter+TCSPC+Lifetime photometer Flash Chromatography	40.00
	TOTAL	40.00
S. No.	Recurring p.a.	
1.	Contingency/Chemicals/Consumables/Glassware @ Rs.1.00.Lakh	5.00
2.	Chemical/Consumables/Glassware @ Rs. 1.15 lakh	5.75
3.	Travel/Field facilities/Field trips for Faculty members only (all within India Only) @Rs.0.15 Lakh	0.75
4.	Seminars (organization) on thrust area @ Rs. 1.00 (Three)	3.00
5.	Hiring the technical and supporting staff @ Rs. 0.15 lakh	0.75
6.	Advisory Committee meetings (TA/DA for UGC nominee in the committee) @ Rs. 0.40	2.00
7.	Books & Journals @ Rs. 0.30 lakh	1.50
	Total	18.75
	Grand total (NR + R)	58.75

(Rs. In lakh)
 Non - Recurring Rs. 40.00Lakh
 Recurring Rs. 18.75Lakh

**Total (NR + R) for 5 year = Rs. 58.75Lakh

(Rupees Fifty Eight Lakh Seventy five thousand only)

**The aforesaid approval is up to 31-03-2019 only. Further the scheme may continue subject to concurrence and availability of funds from Ministry of Human Recourse Development (MHRD).

8. The University is to maintain a separate **flexi saving bank account** for the grants released under Special Assistance Programme. Interests earned against Grants-in-aid (Other than reimbursement) released to any grantee institutions should be mandatorily remitted to UGC account immediately after finalization of accounts. Any interest earned out of Grants in aid should not be allowed as additional funds over and above the allocation.
9. **The University/ Department shall follow the SAP Guidelines posted on the UGC website.**
10. The University/Institute shall follow the norms for appointment of Programme Co-ordinator and Deputy Co-ordinator (no Joint Co-ordinator or Co-ordinator) and also constitute an Advisory Committee as per the guidelines of the Commission which can be downloaded from UGC's website ww.ugc.ac.in and follow the terms of reference of the Advisory Committee to ensure effective implementation and monitoring of the Programme. The constitution of the Advisory Committee is compulsory for all departments which are being supported under SAP. The UGC nominees in the Committee will be as indicated below. The departments shall contact the UGC nominees for their acceptance and intimate the Commission.
- 1) **Prof. D.C. Gautam, Department of Chemistry, H.P. University, Shimla.**
 - 2) **Prof.U.P. Singh, Department of Inorganic Chemistry, I.I.T. Roorkee.**

The active participation of the UGC nominees in each meeting of the Advisory Committee is essential. The composition and terms & reference of the Advisory Committee will be as given in the UGC website www.ugc.ac.in.

11. The University/Institute/Department is requested to take immediate steps to submit the following information/documents for necessary action:
- i) Acceptance of the terms and conditions of the grants duly signed by the Registrar of the University/Institute.
 - ii) Name of the competent University Officer with full address and other bank details in (mandate form) the prescribed enclosed proforma so that the fund can be transferred electronically.
 - iii) Detailed statement of year-wise actual expenditure incurred against the grants allocated, sanctioned during the last phase may be submitted in the PROFORMA in the Annexure-V, of SAP Guidelines duly audited and certified by the Competent authority, in order to finalize the accounts of the earlier phase.
 - iv) Name of the Department Co-ordinator and Dy. Co-ordinator indicating (i) present designation (ii) specialised areas(s) of research and (iii) date of superannuation. List of members of the Advisory Committee constituted by the university/ institute as per guidelines.
 - v) Year-wise academic programme and action proposed to be undertaken by the department during the period of **5 years** to implement the programme.

"The University/ Institution/College is strictly following the UGC Regulations on curbing the menace of Ragging in Higher Educational Institutions, 2009".

Yours faithfully,

Mamta
07 Jun, 18
(Mamta R. Agarwal)
Joint Secretary

NOTE:- Please see SAP guidelines on UGC website www.ugc.ac.in.

Prof. D.S. Nagi,
Co-ordinator (DRS-II),
Department of Chemistry,
H.N.B. Garhwal University,
Srinagar - 246 174.

Copy for information to: -

1. The Secretary, State Government of Uttarakhand
Department of Education, Dehradun.
2. The Head, **Department of Chemistry,**
H.N.B. Garhwal University, Srinagar - 246 174.
3. **Prof. D.C. Gautam,**
Department of Chemistry,
H.P. University, Shimla-171 005.
4. **Prof. U.P. Singh,**
Department of Inorganic Chemistry,
I.I.T. Roorkee - 247 667.
5. The P.S. to Vice Chancellor,
H.N.B. Garhwal University,
Srinagar - 246 174.
6. Guard File.
7. F.No.540/6/DRS/2010(SAP-1)

a/c
G
6/6/18

Nirmal
(Nirmal Kaur)
Under Secretary



Science & Engineering Research Board (SERB)

(a statutory body of the Department of Science & Technology, Government of India)
Established through an Act of Parliament: SERB Act 2008, Department of Science & Technology,
Government of India

International Travel Support Scheme



Application No. - ITS/3121/2017-18

Dated: 17-08-2017

To

Dr. NISHA SINGH

Assistant Professor

Department of Biochemistry, School of Life Sciences

HEMVATI NANDAN BAHUGUNA GARHWAL UNIVERSITY

SRINAGAR GARHWAL-246174(UTTARAKHAND)

Sub. : Financial Assistance to Dr. NISHA SINGH for participating in WORKSHOP "HOST-DIRECTED THERAPEUTIC STRATEGIES FOR INFECTIOUS DISEASE" to be held from 18-09-2017 to 21-09-2017 in CAPE TOWN,SOUTH AFRICA.

Sir/Madam,

We are happy to inform you that your application seeking financial grant to attend the above mentioned international scientific event has been recommended for support by the Science and Engineering Research Board (SERB). We will provide to and fro economic class air-fare by the shortest route,airport tax , visa fees & registration fees. It is hoped that the support will give you an opportunity to interact with leading international experts in the area. The support, however, is subject to the following conditions.

1. You should not have received financial support during the last three years under this scheme.
2. The air tickets are to be booked in economy class by the shortest route in a national carrier i.e. Air India. It may be noted that rescheduling/cancellation charges will not be reimbursed.
3. SERB is directed to instruct the applicant to purchase the air tickets directly from Air India (Office, Booking counters, /Website) or from any of the Govt. authorized travel agents viz. Balmer Lawrie & Company Limited (BLCL), Ashok Travels & Tours (ATT) and Indian Railways Catering and Tourism Corporation Ltd. (IRCTC) vide order no. 19024/22/2017-E.IV dated 19.07.2017 issued by Department of Expenditure, Ministry of Finance. In case of failure of adherence to this guideline, air fare will not be reimbursed.
4. E-ticket is acceptable provided the amount of the fare is clearly reflected on the ticket.
5. The signed print copy of Claim Form along with the original Boarding passes and other relevant documents must be sent to the SERB immediately after completing the online Claim Form to the following address.

ITS Section

5 & 5A, Lower Ground Floor

Vasant Square Mall, Sector B, Pocket 5

Vasant Kunj, New Delhi, Delhi-110070

6. The account details must be in the format available at the home page of the online portal in the format section and it must be endorsed by the competent authority of the institute/university.

7. SERB will reimburse the grant after deducting the financial assistance received from any other sources, if any.
8. All other expenses such as per diem, taxi fare etc. will not be reimbursed by SERB.
9. You will have to make your own arrangements for foreign exchange required for the purpose.
10. You will not be treated as a delegate sponsored by the Government of India.

11. We request you to either accept or decline this offer at the earliest online. On acceptance only, you will be able to submit the Claim Form. Please note that once you decline this offer, it will be assumed that you are not interested in availing this offer and no further communication will be entertained in this matter.

12. You must submit Claim Form and other relevant documents online within 90 days of the Last Date of the Event, failing which SERB will not reimburse the Travel Grant.

13. If any candidate found to have furnished incorrect / misleading information at any stage, his/her candidature will be cancelled and no reimbursement will be made. The candidate will also be debarred for next three years for availing support under this scheme.

With kind regards,

Self attested
Nisha Singh

Your's Faithfully

Monika Agarwal

Monika Agarwal

Scientist-E (Member Secretary)

Email

:ms[DOT]its[At]serb[DOT]gov[DOT]in

Ph: 4000355(O)

**Contract on < Collaboration in APN project
Development of Adaptation Communication
Framework Mainstreaming Indigenous and Local
Knowledge (ILK) for Hindu-Kush Himalayan
Region (CBA2020-02MY-Mizuno)>**

Budget ID	A061860
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This Contract is made and entered into on this first day of the following term by and between the Institute for Global Environmental Strategies (hereafter referred to as "IGES"), and Dr. Rakesh Kumar Maikhuri, Professor & Head of/at Department of Environmental Sciences, HNB Garhwal University (A Central University) Srinagar Garhwal, Uttarakhand-246174, INDIA (hereafter referred to as "the Contractor");

WHEREAS, IGES, in pursuit of inputs regarding the APN project (CBA2020-02MY-Mizuno), will engage the Contractor to conduct/carry out the Work which is specified in Exhibit A
NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, IGES and the Contractor (hereafter referred to as "the Parties") agree as follows:

SPECIAL TERMS AND CONDITIONS:

1.	Term	From 01, 06, 2021 To 30, 11, 2022			
2.	Contract Fee	US\$10,000.-(United States Dollars)			
3.	Unforeseeable expenses	<input checked="" type="checkbox"/> Will not be reimbursed. <input type="checkbox"/> Will be reimbursed in accordance with Exhibit A			
4.	Advance payment	<input type="checkbox"/> Not applicable. <input checked="" type="checkbox"/> Applicable. (US\$4000.- of Contract Fee shall be paid at the end of 07, 2021)			
5.	Subcontracting	<input checked="" type="checkbox"/> Not allowed. <input type="checkbox"/> Allowed in accordance with Exhibit A-1 Subcontractor's Name: XXX Subcontract Fee **** *-			
6.	Bank account information of beneficiary ^{*1} , including intermediary bank if any.	Beneficiary's Name	Finance Officer	Currency	Indian Rupees (INR)
		Beneficiary's Address	HNB Garhwal University Srinagar Garhwal, Uttarakhand- 246174, INDIA		
		A/C or IBAN No.	50100191222332	SWIFT/Bank Code	HDFC0002078
		A/C with Bank Name	HDFC Bank	Branch Name	Srinagar Garhwal
		Branch Address ^{*2}	Alpine Hotel, Badrinath Marg, Near Bus Stand, Srinagar Garhwal Uttarakhand-246174, INDIA		
*1: The above bank account information should be accurate and consistent. The Partner will be requested to pay additional fees for cancellation and refunding of the remittance if it has been carried out incorrectly due to inaccurate/inconsistent bank account information. *2: Office of the bank branch should be located in the same city as the Contractor.					
7.	Progress report	<input type="checkbox"/> Not applicable. <input checked="" type="checkbox"/> Applicable in accordance with Exhibit A			
8.	Focal Contact Points	(a) IGES Dr. Binaya Raj Shviakoti, shivakoti@iges.or.jp, Senior Policy Researcher 2108-11 Kamiyamaguchi Hayama, Kanagawa, Japan 240-0115	(b) the Contractor Dr. Rakesh Kumar Maikhuri, rkmaikhuri89@gmail.com, Professor & Head, Department of Environmental Sciences, HNB Garhwal University (A Central University) Srinagar Garhwal, Uttarakhand- 246174, INDIA		
9.	Work completion report and Acceptance notice	<input checked="" type="checkbox"/> Required in the format attached as Exhibit B and Exhibit C <input type="checkbox"/> Required in any format <input type="checkbox"/> Not required			
10.	Financial report	<input checked="" type="checkbox"/> Required as specified in Exhibit A <input type="checkbox"/> Not required.			
11.	Additional terms and conditions	The contractor must adhere to the APN financial regulation and submit receipts for all expenses issued to IGES as an attachment before each payment instalment			

Remark: The SPECIAL TERMS AND CONDITIONS shall prevail over the GENERAL TERMS AND CONDITIONS which are an integral part of this Contract attached as Appendix. The SPECIAL TERMS AND CONDITIONS and the GENERAL TERMS AND CONDITIONS prevail over any other document(s) attached to this Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract and duplicates to be signed by their duly authorised representatives.

For IGES
Prof. TAKEUCHI Kazuhiko
President, Institute for Global Environmental
Strategies, 2108-11 Kamiyamaguchi, Hayama,
Kanagawa,
JAPAN
Signature

1 June 2021

For the Contractor
Dr. Rakesh Kumar Maikhuri
Professor and Head, Department of Environmental
Sciences, HNB Garhwal University (A Central
University) Srinagar Garhwal, Uttarakhand-246174,
INDIA
Signature

2 June 2021

Appendix

GENERAL TERMS AND CONDITIONS

Article 1 Definitions

- Capitalised terms shall have the meanings set forth as:
- "Work" shall mean the work specified in Exhibit A of this Contract.
 - "Output" shall mean the set of results and/or deliverables of the Work described in Exhibit A of this Contract.
 - "Work Completion Report" shall mean a report which is to be submitted to IGES by the Contractor upon the completion of the Work, using the format attached to Exhibit B if required by the SPECIAL TERMS AND CONDITIONS.
 - "Documents" shall mean the Output and the Work Completion Report as set forth in the above.
 - "Acceptance Notice" is a document to be sent to the Contractor by IGES after the Documents are accepted by IGES, using the format attached to Exhibit C if required by the SPECIAL TERMS AND CONDITIONS.

Article 2 Scope of activities

Based on this Contract, the Contractor shall carry out the Work according to the specifications described in Exhibit A.

Article 3 Term

This Contract shall be effective for the term which starts from the date of signing by both Parties and ends on the date of the SPECIAL TERMS AND CONDITIONS.

Article 4 Due date and delivery

By the due date set forth in Exhibit A, the Contractor shall deliver the Work and/or submit the Documents defined under Article 1 to IGES.

Article 5 Focal Contact Points

The designated personnel specified in the SPECIAL TERMS AND CONDITIONS shall act as the focal point of contact for the implementation of the Work (hereinafter referred to as the "Focal Contact Points"). All communications and notices must be addressed to the Focal Contact Points.

Article 6 Implementation

- The Contractor shall carry out the Work specified in Exhibit A, following the instructions of IGES through the Focal Contact Points.
- If the Contractor has any doubts or questions arising from implementation of the Work, the Contractor shall seek instructions from IGES through the Focal Contact Points.
- If a progress report is required by the SPECIAL TERMS AND CONDITIONS, the Contractor shall report the progress to IGES through the Focal Contact Points in written form in accordance with the SPECIAL TERMS AND CONDITIONS and Exhibit A.

Article 6.2 Representations and Warranties

- Article 6.2.1 The Contractor represents and warrants that:
- the Contractor has the full right, power and authority to make, enter into this Agreement, and perform its obligations hereunder,
 - the Contractor does not to the best knowledge, information and belief of the Contractor contain obscene or defamatory material or violate any other right of any person,
 - there is no outstanding contract or other arrangement with any party that will or may interfere with the full performance of this Contract by the Contractor,
 - the Contractor is not subject to any pending or, to the best knowledge of the Contractor, threatened action or judicial or administrative proceeding, order, judgment or settlement alleging or addressing a violation of or liability under any environmental law,
 - the activities of the Contractor as presently conducted does not, to the knowledge of the Contractor, violate any applicable law, order, regulation, standard or requirement in any material respect,
 - no federal, state, local, foreign income tax return or other tax return of the Contractor is, to the knowledge of the Contractor, currently under investigation by the Internal Revenue Services or other tax authorities,
 - the activities of the Contractor as presently conducted does not, to the knowledge of the Contractor, comply with, in all material respects, all applicable law, order, regulation, standard or requirement, regarding Anti-Money Laundering (AML), Combating Finance of Terrorism (CFT) and Customer Due Diligence (CDD) practices, including any integrity policies.

Article 6.2.2 The Contractor shall defend, indemnify and hold IGES harmless from any and all claims, liabilities, costs and expenses, including attorney's fees arising out of any breach of this representations and warranties made by the Contractor.

Article 7 Subcontracting

The Contractor shall not commission or subcontract, in whole or in part, the performance of the Work to any third party without the prior written consent of IGES. Once IGES approves the subcontracting a certain part of the Work as specified in Exhibit A-1, all the responsibilities arising from the subcontracting arrangements are vested with the Contractor.

Article 8 Changes of work specifications

IGES, when necessary, may change the specifications and other conditions of the Work described in Exhibit A in consultation with the Contractor. IGES, when necessary, may change the due date and/or Contract Fee in line with the changes in the specifications. The Contractor will be informed of the changes in writing or electronic form

through the Focal Contact Points.

Article 9 Inspection of the delivered Documents

Article 9.1 Inspection

Upon the receipt of the Documents stipulated in Article 4 above, IGES shall inspect the Documents and, when the Documents have passed the inspection, inform the Contractor about acceptance of the Documents via the Focal Contact Points. Even after the payment of Contract Fee, IGES shall retain the right to view the Contractor's related accounting records including original receipts for five (5) years starting from the day that this Contract is completed.

Article 9.2 Correction of the Documents

If the Documents do not pass the inspection stipulated in Article 9.1 above, IGES shall send a correction request in written form to the Contractor, and the Contractor shall correct the defective Documents in order to undergo another inspection. The correction shall be finished by the Contractor until the date specified in the correction request, which shall not exceed within fourteen (14) calendar days commencing on the day on which IGES makes the correction request to the Contractor. If the Contractor fails to pass the inspection, IGES is relieved of any obligation to pay Contract Fee.

Article 10 Contract Fee

- The Contract Fee shall include all fees, charges, costs and expenses listed in the Breakdown of Contract Fee in Annex 1 as well as any applicable tax, and there shall be no additional payment obligation of IGES to the Contractor under this Contract.
- In the case of unforeseeable expenses reimbursed, they should be unforeseeable at the time of the signing of this Contract, such as travel expenses prescribed in the Breakdown of Contract Fee in Annex 1, and they should be reimbursed to the Contractor, if IGES inspects and approves the Contractor's written request for such reimbursement.

Article 11 Payment

Article 11.1 Payment

- When the Documents completed by the Contractor has passed the inspection stipulated in Article 9 of this Contract, the Contractor may send the payment request of Contract Fee to IGES in written form.
- IGES shall make the payment to the Contractor within thirty (30) days after the date on which IGES received the payment request stipulated in (a) of this clause from the Contractor (hereafter referred to as "Payment Period").
- In the case of advance payment applied, it will be paid in advance to the Contractor after the signing of this Contract and upon the approval by IGES of the Contractor's written request for the advance payment of Contract Fee.
- IGES shall make the payment of Contract Fee to the Contractor to the Contractor's bank account described in the SPECIAL TERMS AND CONDITIONS and Exhibit A.
- Any withholding tax lawfully levied by the Japanese tax authorities on any amount due to the Contractor under this Contract, shall be borne by the Contractor and deducted from the Contract Fee.

Article 11.2 Cancellation of the payment.

If IGES terminates all or part of this Contract because of the reasons set forth in Article 14, IGES is relieved from the obligation to pay all or part of Contract Fee to the Contractor. In the case of the advance payment paid, IGES may request the Contractor to refund the amount paid by IGES before the termination of this Contract.

Article 12 Rights to the completed Output

Article 12.1 Rights to the Output

The Contractor acknowledges that the rights to all materials produced by the Contractor including the copyright, their derivative works, and other intellectual property rights generated by the Contractor and all the information collected by the Contractor in the performance of this Contract belong solely to IGES.

Article 12.2 Transfer of the rights.

If, under applicable law, any such rights originally are vested with the Contractor, the Contractor agrees that such rights shall automatically be transferred to IGES, foregoing formalities.

Article 12.3 Non-transferable rights.

If, under applicable law, the moral rights or any other rights that are not transferable are vested with the Contractor, the Contractor agrees that it shall not exercise such right against IGES or in any manner jeopardise IGES's interests.

Article 12.4 Exclusions.

Notwithstanding the provisions in the above, IGES, in response to a written request from the Contractor in advance, may approve the use of the Output by the Contractor on condition that the Contractor, in using the Output, explicitly exhibits that it is part of IGES research achievements.

Article 13 Amendments

The Parties hereto intend to discuss and execute such amendments of this Contract as seen appropriate through mutual consent. Any such amendments shall be made in writing, signed by the Parties hereto and shall become a part of this Contract.

Article 14 Termination of this Contract

IGES may terminate all or part of this Contract with thirty (30) days written notice to the Contractor if any of the following situations arise:

- The Contractor fails to perform all or part of this Contract due to reasons attributable to the Contractor.
- The Contractor has violated the provisions set forth under Article 19 or Article 20.
- The Contractor or its employees have committed fraud or illegal conducts when they are under the supervision of IGES or when the completed Output is inspected by IGES, or if the Contractor

- or its employees obstruct IGES from carrying out its supervisory duties.
- (d) The Contractor or its employees interfere with the rights of IGES or of a third party.
 - (e) The Contractor has failed to deliver the completed Output by the due date without prior consultation with IGES in writing.

Article 15 Notice

All notices, requests and other communications which shall be given under this Contract shall be made in writing and addressed both by email and by registered mail, postage prepaid, to each Party's respective Focal Contact Point set forth under Article 5, except in the case that either Party changes such office by notice in accordance with this Article.

Article 16 Damage Compensation

If the Contractor inflicts any damage to IGES in the performance of this Contract, the Contractor shall make the necessary compensation to IGES for the damage.

Article 17 Force Majeure

- (a) If the Contractor finds it impossible to continue the Work due to natural disasters, wars, epidemics or other causes beyond the control of the Contractor, the Contractor may terminate this Contract upon consultation with IGES.
- (b) Upon termination of this Contract due to the causes stipulated in (a) above, the Parties shall settle payment following the provisions set forth in Article 4, Article 9 and Article 11.

Article 18 Indemnification

The Contractor shall protect, indemnify and save IGES from any harm, damage, cost or liability for any or all injuries to persons or property arising from a defective Output, negligent performance of its employees, agents or subcontractors howsoever caused.

Article 19 Assignment

The Contractor shall not assign this Contract, including all rights and obligations, in whole or in part, to any third party without the prior written consent of IGES.

Article 20 Confidentiality

Except for information otherwise publicly available, the Contractor shall not disclose or make available to any third parties any confidential information or facts obtained as a result of, or in the performance of, the Work, even after completion of the term of this Contract.

Article 21 Defect liability

If IGES finds, within a year after the date of the delivery of the completed Output as described in Exhibit A, a defect in the Output that was not apparent at the time of delivery, IGES may immediately request the Contractor to correct the defect within the time period specified by IGES.

Article 22 Measures against research misconduct

For Work of research activities including analysis, in the event that research irregularities (including falsification, alteration, or plagiarism of data/survey results, and acts that are condemned as researchers, etc.) are discovered regarding the main Output (including intermediate Output), measures will be taken as specified in the following items.

- (a) The Contractor shall investigate the facts promptly about the actual situation of research irregularities and submit a report to IGES to clarify the facts.
- (b) If the research irregularities infringe on the rights of third parties, the Contractor shall take full responsibility to resolve the situation and shall not cause any inconvenience to IGES.
- (c) In the event that a response regarding the research irregularities are required for persons related to IGES or media, necessary measures shall be taken according to the instructions of IGES.

Article 23 Damages relating to research misconduct

In case the research misconduct in the preceding article is discovered, the Contractor will pay to IGES an amount equivalent to twice the Contract Fee prescribed in Article 10 as compensation for damages. However, if damage incurred by IGES is beyond the above amount, the Contractor shall assume liability for the excess amount.

Article 24 Entire agreement

This Contract and all the attached Exhibits hereto constitute the entire agreement between the Parties and supersede any and all written or oral agreements previously existing between the Parties. No modifications, amendments or change of this Contract shall be effective unless in writing and signed by authorised representatives of both Parties.

Article 25 Severability

If any provision of this Contract is held to be illegal or invalid by a court of law or an arbitral tribunal of competent jurisdiction, the remaining provisions of this Contract shall remain effective.

Article 26 Settlement of disputes

Any dispute that arises between the Parties hereto or any inquiry raised by either Party about any provision herein shall be negotiated by the Parties in a sincere manner to find a solution. Unless the dispute can be settled amicably through negotiation, as above, both parties agreed that it shall be finally settled exclusively by the Tokyo Chiho Saibansho (Tokyo District Court) in Japan.

Article 27 No Waiver

No failure or delay of IGES to require performance by the Contractor of any provision of this Contract shall in any way adversely affect such

IGES's right to require full performance of such provision after that. No waiver by IGES of a breach of any provision of this Contract shall be taken to be a waiver by IGES of any succeeding breach of such provision.

Article 28 Waiver of Sovereign Immunity

The Contractor hereby waives, and agrees to waive in any proceedings for the enforcement of this Contract, any and all privileges or sovereign immunity, including the privilege of sovereign immunity from suit or immunity of its property from attachment or execution, to which it may be entitled under international or domestic laws, as a procedural defences or otherwise.

Article 29 Governing law

This Contract shall be construed in accordance with and governed by the laws of Japan without reference to principles of conflicts of laws.

To,
Institute for Global Environmental Strategies
2108-11, Kamiyamaguchi, Hayama machi,
Miura-gun, Kanagawa 240-0115, JAPAN
Tel: 81-468-55-3700 / Fax: 81-468-55-3709

Prof. Rakesh Kumar Maikhuri, Head,
Department of Environmental Sciences,
HNB Garhwal University (A Central
University) Srinagar Garhwal,
Uttarakhand-246174
INDIA

INVOICE

(Collaboration in APN project Development of Adaptation Communication Framework Mainstreaming
Indigenous and Local Knowledge (ILK) for Hindu-Kush Himalayan Region (CBA2020-02MY-Mizuno)

DATE Monday, January 3, 2022

DESCRIPTION		AMOUNT
(Second Payment)	USD	3,000
(First Payment)	USD	4,000
(Final Payment)	USD	3,000
	Contract amount USD	10,000

USD: United States Dol

Please remit the Second Payment to the following bank account

Bank Information

Country	India
Name of the Bank	HDFC Bank
Name of the Branch	Srinagar Garhwal
Name of the Account Holder	Finance Officer
Account Number	50100191222332
Swift Code	HDFC0002078
Remark	

[Signature]

NAME: Prof.Rakesh Kumar Maikhuri

To,
Institute for Global Environmental Strategies
2108-11, Kamiyamaguchi, Hayama machi,
Miura-gun, Kanagawa 240-0115, JAPAN
Tel: 81-468-55-3700 / Fax: 81-468-55-3709

Prof. Rakesh Kumar Maikhuri, Head,
Department of Environmental Sciences,
HNB Garhwal University (A Central
University) Srinagar Garhwal,
Uttarakhand-246174
INDIA

INVOICE

(Collaboration in APN project Development of Adaptation Communication Framework Mainstreaming
Indigenous and Local Knowledge (ILK) for Hindu-Kush Himalayan Region (CBA2020-02MY-Mizuno)

DATE Friday, November 25, 2022

DESCRIPTION		AMOUNT
(Third Payment)	USD	3,000
(First Payment)	USD	4,000
(Second Payment)	USD	3,000
(Final Payment)	USD	4,000
Contract amount		USD 14,000

USD: United States Dol

Please remit the Third Payment to the following bank account

Bank Information

Country	India
Name of the Bank	HDFC Bank
Name of the Branch	Srinagar Garhwal
Name of the Account Holder	Finance Officer
Account Number	50100191222332
Swift Code	HDFC0002078
Remark	

[Signature]



NAME: Prof. Rakesh Kumar Maikhuri