

INDIAN COUNCIL OF AGRICULTURAL RESEARCH

कृषिभवन, डॉराजेंद्रप्रसादमार्ग, नईदिल्ली 110001

KRISHI BHAWAN, Dr. RAJENDRA PRASAD ROAD, NEW DELHI -110001

F.No.-8(1)/2022-Per IV

Date 26 July, 2023

Office Memorandum

Subject: Rules governing Sabbatical Leave in respect of ARS Scientists of the Council.

Reference Council's letter of even number dated 16.8.2022, issuing thereby 'Revised Sabbatical Leave Guidelines-2022' along with the revised list of Institutions in India/abroad for availing Sabbatical Leave (Annexure-I). In continuation thereof, it has been decided, with the approval of the Competent Authority, that grant of Sabbatical Leave to the ICAR Scientists shall be subject to fulfilment/acceptance of the following conditions (subject to signing of the following documents as well by the concerned Scientist/ICAR Institute/Host Institution, as the case may be) in addition to the fulfilment of the terms and conditions, already laid down in the policy letter referred to above:

- (i) Bond that he/she shall serve the Council for at least 3 years after his/her return from sabbatical leave (joining back the council) (Annexure-IV);
- (ii) Confidentiality and Non-Disclosure Agreement (Annexure-V); and
- (iii) Undertaking inter-alia mandating adherence to the CCS (Conduct) Rules, 1964, seeking of all necessary approvals/permissions of the concerned Government of India Ministries/Departments (Annexure-VI).
- The consolidated guidelines along with sample(s) of the aforesaid documents are enclosed, which may please be referred for guidance and strict compliance for examining/processing/deciding all future cases.

(Naresh Kumar Sharma) Deputy Secretary (Pers.)

Encl.: As above.

Distributions:

- 1. PPS to Minister of Agriculture and Farmers Welfare & President ICAR.
- 2. PSO to DG, ICAR.
- 3. Sr. PPS to Secretary, ICAR.
- 4. PPS to FA, ICAR.
- 5. All DDGs ICAR Headquarter.
- 6. Directors of all Institutes.
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ICAR Sabbatical Leave Rules-2022

1. Purpose

The Sabbatical leave shall be granted to enable the academic and scientific personnel to enhance their professional competence/skills for usefulness of the Council for pursuit of academic, scientific, technological and other activities such as Innovation Chain Development, Consultancy, Financing, Project Engineering, Technology Marketing/Transfer related to agriculture/allied fields.

2. Eligibility

- i. Sabbatical Leave shall be granted to a Scientist (Level-11 and above), provided he/she has rendered minimum six years of regular service in ICAR. The scientist who is either on deputation with other organizations or has not completed 02 years of service in ICAR, after deputation outside ICAR, shall not be considered for sabbatical leave.
- ii. The Scientist must have at least five years' service left before superannuation after completion of the sabbatical leave.
- Vigilance Clearance is mandatory for the Scientists applying/being considered for sabbatical leave.

3. Institutions where Scientist can proceed on sabbatical leave

- The list of Institutions to which Scientist can go for Sabbatical leave is attached at Annexure-I.
- ii) The cases where the Scientist applies for sabbatical leave from the Institutions other than those mentioned in Annexure-I shall be considered and decided by the Committee comprising the following:-

1)	DG, ICAR & Secretary DARE	Chairman
2)	Secretary, ICAR & Addl. Secretary DARE	Member
3)	Financial Advisor, ICAR	Member
4)	DDG (Argil. Education)	Member
5)	DDG (of the Concerned Institute)	Member
6)	JS (Pers.)	Member Secretary

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For such cases, the other terms and conditions including pay/allowances etc. during the sabbatical leave shall also be decided by the committee on case to case basis.

4. Salient Features

- i. The sabbatical leave shall be granted on maximum 02 (two) occasions in the entire service. The duration of sabbatical leave shall be one year maximum on each occasion. The gap between the two occasions of sabbatical leave shall be minimum 05 (five) years.
- ii. The Scientist who has availed study leave, would be entitled to the sabbatical leave after the expiry of minimum 05 (five) years from the date of his/her joining back the Council after completion of study leave or any other kind of training programme of minimum one-year duration.
- iii. During the period of sabbatical leave, the Scientist shall be eligible for such medical facilities for self and his/her dependent family members as were available to him/her before proceeding on sabbatical leave, provided the facility is not being provided by the organization/Institution where he/she has proceeded after grant of sabbatical leave.
- iv. Sabbatical leave can be availed by a Scientist while receiving any kind of scholarship or fellowship from ICAR or any other Institution (National/ International).
- v. The Sabbatical leave shall not be combined with any other kind of leave.
- vi. Scientist can, however, be allowed to accept ad-hoc teaching / research assignment or provide consultancy to organizations/Institutions related to agriculture / allied fields with remuneration /fee.
- vii. During the period of sabbatical leave, the Scientist will continue to retain official residential accommodation that was allotted to him/her.
- viii. The host institution within country shall provide all necessary facilities including office space, laboratory, transportation and suitable accommodation in the host institution.
- ix. If the scientist fails to report for duty within two weeks from the date of expiry of the sabbatical leave, his/her period of such absence shall be treated as unauthorized absence.
- x. On rejoining from sabbatical leave, the Council reserves the right to post the Scientist in any unit of ICAR system.

5. Pay and Allowances

i. During the period of sabbatical leave, the Scientist shall be entitled to full salary and other allowances as would have been otherwise admissible to him/her while serving on regular position except Transport Allowance. Salary would include Basic Pay, Dearness Allowance and House Rent Allowance (if admissible). However, in the event of scientist receiving remuneration /stipend/honorarium/fee/consultancy fee etc. from the organization / institution, where he / she has proceeded after sanction / grant of sabbatical leave, his/her pay and allowances shall be reduced to that extent.

6. Process

- i. The Scientist desirous of availing sabbatical leave shall apply in the prescribed format with undertaking (Annexure-II). The Scientist shall undertake that he/she would utilize the leave for the purpose of proposed study, research, training/teaching or related professional activities relevant to the mandate of ICAR and would not accept any commercial regular employment during the period of sabbatical leave.
- ii. The concerned scientist shall furnish a letter of acceptance from the host institution (Annexure-III) for undertaking the proposed study, research, training/teaching or the related professional activities relevant to the mandate of ICAR. In the said letter of acceptance, the host Institution/organization shall also furnish details about the Institution, the assignment/remuneration/facilities, to be given/provided to the Scientist during the sabbatical leave period.
- iii. Application for sabbatical leave (Annexure-II) shall be forwarded by the host institution with comments, at least 03 (three) months in advance to the Director of ICAR Institute where the Scientist is posted.
- iv. The case shall be considered at the Institute level by a Committee comprising Director of the Institute, senior most HoD/Principal Scientist and CAO/SAO/AO of the concerned Institute. The Committee shall submit its recommendation to the Subject Matter Division (SMD) concerned which will process the case for approval of DG, ICAR on case to case basis.
- v. The scientist posted at ICAR Hqrs shall apply in Annexure-II and III to the Deputy Director General (DDG) concerned, who shall forward the recommendations to



- Personnel Division, ICAR Hqrs, which will process the case for approval of the Competent Authority.
- vi. The scientist who is not posted in any SMD shall forward his/her application to the Head of the Personnel Division with the recommendation of his/her superior. Personnel Division, ICAR Hqrs shall process the case for approval of the Competent Authority.
- vii. Grant of Sabbatical Leave to the ICAR Scientists shall be subject to fulfilment/acceptance of the following conditions (subject to signing of the following documents as well by the concerned Scientist/ICAR Institute/Host Institution, as the case may be):
 - (a) Bond that he/she shall serve the Council for at least 3 years after his/her return from sabbatical leave (joining back the council) (Annexure-IV);
 - (b) Confidentiality and Non-Disclosure Agreement (Annexure-V); and
 - (c) Undertaking inter-alia mandating adherence to the CCS (Conduct) Rules, 1964, seeking of all necessary approvals/permissions of the concerned Government of India Ministries/Departments (Annexure-VI).
- 7. Competent Authority: DG, ICAR is the Competent Authority to grant Sabbatical Leave in cases related to Institutes listed in Annexure-I. For other cases, approval shall be granted based on the decision of the committee as per Para 3(ii) above.

8. Submission of Report on completion of leave

On completion of sabbatical leave, the Scientist shall submit a detailed report on work done and the objectives accomplished. A copy of the report shall be forwarded by the Head of the Host Institution with his/her comments to the Director of ICAR Institute, to which the scientist was posted. Director of ICAR institute shall forward the report to the concerned DDG for record.



Annexure-I

(i). <u>Indian Universities:</u>

S.No	There or officeriolty	Field of Training
State	Agricultural Universities	
1	Acharya NG Ranga Agricultural University, Guntur	Agricultural Sciences
2.	Dr YSRHU (APHU), Venkataramannagudem	Agricultural Sciences
3.	Sri Venkateswara Veterinary University, Tirupati	Animal Sciences
Assa	m	
4	Assam Agricultural University, Jorhat	Agricultural Sciences
Bihar		J
5.	Bihar Agricultural University, Sabour, Bhagalpur	Agricultural Sciences
6	Bihar Animal Sciences University, Patna	Animal Sciences
Chatt	isgarh	
7.	Indira Gandhi Krishi Viswa Vidhyalaya, Raipur	Agricultural Sciences
8.	Chattisgarh Kamdhenu Viswavidyalaya, durg	Agricutural Sciences
Gujar	at	p griodital al cololicos
9	Sardar Krushinagar Dantiwada Agricultural University, Dantiwada	Agricultural Sciences
10.	Anand Agricultural University, Anand	Agricultural Sciences
11.	Navsari Agricultural University, Navsari	Agricultural Sciences
12.	Junagarh Agricultural University, Junagarh	Agricultural Sciences
13	Kamdhenu University, Amreli	Animal Sciences
Harya		p willing a coloridate
14.	Chaudhary Charan Singh Haryana Agricultural University, Hisar	Agricultural Sciences
15.	Lala Lajpat Rai University of Veterinary & Animal Sciences, Hisar	Animal Sciences
16.	Maharana Pratap Haryana Horticultural University, Karnal	Agricultural Sciences
Hima	chal Pradesh	
17.	Ch. Sarwan Kumar Himachal Pradesh Krishi Viswavidyalaya, Palampur	Agricultural Sciences
18.	Dr. Yaswant Singh Parmar University of Horticulture & Forestry, Solan	Agricultural Sciences
Jhark		EC. 21
19	Birsa Agricultural University, Ranchi	Agricultural Sciences
	nu & Kashmir	r.g., ca., a., a., a., a., a.,
20.	Sher-e-Kashmir University of Agricultural Science & Technology, Srinagar	Agricultural Sciences
21.	Sher-e-Kashmir University of Agricultural Science & Technology, Jammu	Agricultural Sciences
	N. D	

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Karna 22.			
	University of Agricultural Sciences, Bangalore	Agricultural Sciences	
23.	Karnataka Veterinary, Animal and Fisheries Sciences University, Bidar	Animal Sciences	
24.	University of Agricultural Sciences, Raichur	Agricultural Sciences	
25.	University of Agricultural Sciences, Dharwad	Agricultural Sciences	
26	University of Horticulture Science, Bagalkot	Agricultural Sciences	
27	University of Agriculture & Horticulture Sciences, Shimoga	Agricultural Sciences	
Keral			
28	Kerala Agricultural University, Thrissur	Agricultural Sciences	
29	Kerala University of Fisheries and Ocean Studies, Panangad, Kochi	Fisheries Science	
30	Kerala Veterinary and Animal Sciences University, Pookode, Wayanand, Kerala	Animal Sciences	
Madh	ya Pradesh		
31	Rajmata Vijayaraje Scindia Krishi Vishwa Vidyalaya, Gwalior	Agricultural Sciences	
32	Nanaji Deshmukh Pashu Chikitsa Visva Vidyalaya, Jabalpur	Animal Sciences	
33	Jawaharlal Nehru Krishi Viswa Vidyalaya, Jabalpur	Agricultural Sciences	
Maha	rashtra		
34	Dr. Balaesahib Sawant Kokan Krishi Vidyapeeth, Dapoli	Agricultural Sciences	
35	Maharastra Animal & Fisheries. Sciences University, Nagpur	Animal Sciences	
36	Vasantrao Naik Marathwada Krishi Vidyapeeth, Parbhani	Agricultural Sciences	
37	Mahatma Phule Krishi Vidyapeeth, Rahuri	Agricultural Sciences	
38	Dr. Punjab Rao Deshmukh Krishi Viswa Vidyalaya, Akola	Agricultural Sciences	
Oriss			
39	Orissa University of Agricultural & Technology, Bhubaneswar	Agricultural Sciences	
Punja	n politika przed Wiele w Schrodzenie i Oktober		
40	Guru Angad Dev Veterinary and Animal Sciences University, Ludhiana	Animal Sciences	
41	Punjab Agricultural University, Ludhiana	Agricultural Sciences	
Rajas	than		
12	Maharana Pratap University of Agriculture &	Agricultural Sciences	

43	Swami Keshwanand Rajasthan Agricultural University, Bikaner	Agricultural Sciences
44	Rajasthan University of Veterinary & Animal Sciences, Bikaner	Animal Sciences
45	SKN Agriculture University, Johner Agricultural Scie	
46	Agriculture University, Kota	Agricultural Sciences
47	Agriculture University, Jodhpur	Agricultural Sciences
Tami	Inadu	3
48	Tamil Nadu Agricultural University, Coimbatore	Agricultural Sciences
49	Tamil Nadu Veterinary & Animal Sciences University, Chennai	Animal Sciences
50		Fisheries Sciences
Telar	ngana	
51	Sri Konda Laxman Telangana State Horticultural University, Hyderabad	Agricultural Sciences
52	Sri PV Narsimha Rao Telangana Veterinary University, Hyderabad	Animal Sciences
53	Professor Jayashankar Telangana State Agricultural University, Hyderabad	Agricultural Sciences
Uttar	akhand	
54	G.B. Pant University of Agriculture & Technology, Pantnagar	Agricultural Sciences
55	VCSG Uttarakhand University of Horticulture & Forestry, Bharsar	Agricultural Sciences
Uttar	Pradesh	The state of the s
56	Chandra Shekhar Azad University of Agricultural & Technology, Kanpur	Agricultural Sciences
57	Narendra Dev University of Agriculture & Technology, Faizabad	Agricultural Sciences
58	Sardar Vallabhbhai Patel University of Agriculture & Technology, Meerut	Agricultural Sciences
59	U.P. Pt. Deen Dayal Upadhyaya Pashu Chikitsa VigyanVishwa Vidhyalaya Evem Go Anusandhan Sansthan, Mathura	
60	Banda University of Agricultural and Technology, Banda	Agricultural Sciences
	t Bengal	
61	Bidhan Chandra Krishi Viswa Vidhyalaya, Mohanpur	Agricultural Sciences
62	West Bengal University of Animal & Fishery Sciences, Kolkata	Animal Sciences
63	Uttar Banga Krishi Viswavidhyalaya, Cooch Behai	Agricultural Sciences

Cent	ral Agricultural Universities	
64	Central Agricultural University, Imphal	Agricultural Sciences
65	Rani Lakshmi Bai Central Agricultural University, Agricultural Scie Jhansi	
66	Dr. R.P. Central Agricultural University, Pusa, Samstipur, Bihar Agricultural Science	
Deer	ned Universities	
67	Indian Agricultural Research Institute, New Delhi	Agricultural Sciences
68	Central Institute of Fisheries Education, Mumbai	Fisheries Sciences
69	Indian Veterinary Research Institute, Bareilly	Animal Sciences
70	National Dairy Research Institute, Karnal Dairy Sciences	
Cent	ral Universities with Agricultural Faculty	
71	Aligarh Muslim University, Aligarh	Agricultural Sciences
72	Nagaland University, Medziphema	Agricultural Sciences
73	Banaras Hindu University, Varanasi	Agricultural Sciences
74	Vishva Bharti, Sriniketan	Agricultural Sciences

Private Agricultural Universities

S.No	Name of the University
1.	School of Agriculture, SHUATS, Allahabad
2.	School of Agriculture, Lovely Professional University, Phagwara, Punjab
3.	B.Sc (Ag.) Programme in University College of Agriculture, Guru Kash University, Talwandi, Sabo, Bhatinda, Punjab
4.	M.S. Swaminathan School of Agriculture Centurion University o Technology and Management, Odisha
5.	College of Agricultural Technology, Kullapuram, Theni, (affiliated to TNAU)
6.	Faculty of Agricultural Sciences, Siksha 'O' Anusandhan, (Deemed to be University), Bhubaneshwar, Odisha
7.	School of Agriculture, ITM University, Gwalior, MP
8.	Agricultural Development Trust's College of Agriculture, Baramati affiliated to MPKV, Rahuri
9.	Amity University, Noida, UP



(ii). Foreign Universities/Institutions: -

S.No	Name of University	Field of Training
1.	AIT, Thailand	Education Technology
2.	The Hebrew University of Jerusalem,	Biotechnology
3.	IRRI, Philippines	Hybrid Rice Breeding and Developing Technology
4.	AIT, Thailand	Agricultural Machinery Design and Management System
5.	Texas A&M, USA	Soil Science
6.	Cornell University, USA	Teacher Development Strategy
7.	UC Davis, USA	Computer Application
8.	University Quebec, Canada	Information Technology
9.	ICLARM, Philippines/University of Georgia, US/MSU, USA	Geographical Information System
10.	IAC, Netherlands	Food Processing
11.	Rowett Research Institute, UK	Animal Nutrition
12.	Colorado State university, USA	Veterinary Surgery
13.	Royal Veterinary College, UK	Animal Production
14.	Colorado State university, USA	Vet. Virology
15.	University of Dublin, Ireland	Animal Genetics and Breeding
16.	University of Edinburgh, UK	Veterinary Pathology
17.	University of Georgia, USA	Livestock Prod. Technology
18.	Cornell University, USA	Livestock Production and Management
19.	Louisiana University, USA	Animal Physiology
20.	University of Georgia	Pharmacology

21.	Auburn University, USA	Fresh Water Pearl Cultur Technology
22.	Auburn University, USA	Fisheries Education
23.	University of Hawaii, USA	Fish & Shelfish Microbiology
24.	International of Mexico, Mexico	Marine Biotechnology
25.	UPV-IFPT, Philippines	Fish Processing Technology
26.	Utah State university, USA	Dairy Management
27.	International Centre of the ILO, Turin Italy	Equipment Procurement Management
28.	Utah State University, USA	Agriculture Business
29.	Texas A&M, USA	Meat Processing
30.	University of Florida, USA	Plant Pathology
31.	The University of Western Australia, Australia.	Multidisciplinary Area
32.	The University Queensland, Australia.	Multidisciplinary Area
33.	The College of Agricultural and Life Sciences Cornell University, Ithaca, New York, USA.	Agricultural and Life Sciences
34.	Rwanda Agriculture and Animal Resources Board (RAB)	Agriculture & Animal Science
35.	The Ethiopian Institute of Agriculture Research (EIAR), Addis Ababa Ethiopia.	Agriculture
36.	Western Sydney University, Australia.	Multidisciplinary Area
37.	Dhofar University (DU) Salalah, Sultanate of Oman.	Multidisciplinary Area
38.	The University Court of the University of Edinburgh Scotland, United Kingdom.	Multidisciplinary Area
39.	University of Copenhagen, faculty of Science, Denmark.	Multidisciplinary Area
40.	Purdue University, West Lafayette, Indiana, USA.	Multidisciplinary Area
41.	University of Nebraska, Unites States of America.	Multidisciplinary Area

42.	Tajik Academy of Agricultural Sciences, Tajikistan	Agricultural Sciences
43.	The Chinese Academy of Agricultural Sciences (CAAS), China	Agricultural Sciences
44.	Belarusian State Agricultural Academy (BSAA), Gorki Belarus	Agricultural Sciences
45.	Texas Agricultural Experiment Station College Station, Texas, United States of America	Agricultural Sciences
46.	Afghan National Agricultural Sciences and Technology University (ANASTU), Afghanistan	Agricultural Sciences and Technology

- (iii) Academic and Research Institutions under different Ministries/Departments of Government of India (GoI) and fully funded autonomous bodies working under different ministries of GoI.
- (iv) International Academic and Research Institutions working under FAO, CGIAR, Bio-versity International or similar organizations.



INDIAN COUNCIL OF AGRICULTURAL RESEARCH KRISHI BHAVAN, NEW DELHI-110001

PROFORMA: APPLICATION FOR GRANT OF SABBATICAL LEAVE

1.	Name of the Scientist / Faculty Member :
2.	Designation :
3.	Scale of Pay :
4.	Name of the Institute where posted :
5.	Official address :
6.	Address for correspondence
7.	Date of entry in ICAR :
8.	Length of service up to the proposed date of commencement of sabbatical leave:
9.	Date of Birth of the Scientist :
10.	Date of Superannuation :
11.	Will the scientist serve the Council after return from sabbatical leave for more than 3 years before superannuation: Yes/No.
12.	Has the arrangement made at present place of posting to look after the task assigned to the Scientist/ Faculty Member:

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13.	Has the scientist availed Deputation/ Assignment/ Study Leave of one year or more in the preceding ten years : Yes/No
14.	Give details of Deputation / Study Leave in the preceding ten years (Enclose details, if space is inadequate)
19.	Has the scientist availed Sabbatical Leave earlier: Yes/No
	If yes, indicate the date and period thereof
20.	Title of the proposed programme for Sabbatical Leave :
21.	Name and address of the Host Institution :
22.	Has the Host Institution approved the proposed programme : Yes/No
	If yes, please attach letter of acceptance with all the details of work/assignment/remuneration:
23.	Name and full address of the Supervisor/Coordinator:
24.	Give brief details of the approved programme (Enclose details, if space is inadequate):
25.	Will the scientist receive/likely to receive any Scholarship/Fellowship/Associateship (please specify) during sabbatical leave: Yes/No
	If yes, furnish the details:
26.	Will the scientist receive/likely to receive any remuneration / amount during the sabbatical leave period from the Host Institution? : Yes/No
	If yes, furnish the details:
27.	Whether the Scientist/Faculty Member wants to retain the official accommodation: Yes/
	If yes, name the contact person at the residence:

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	<u>Undertaking</u>
	, hereby state that I shall fully abid
by the Sabbatical Leav	e Rules/Guidelines, and I would return the salary and other
emoluments received to	by me during the period of the leave in case the conditions of
Sabbatical Leave are v	violated by me while on sabbatical Leave. I shall also abide
by the service/conduct	rules of the Council.
	Signature:
	Name (in Capital Letters):
ecommendations of the [Director of the Institute
	Signature:
	Name & Designation:
e Director General	
AR, Krishi Bhawan,	

To

New Delhi - 110001

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Annexure-III

LETTER OF ACCEPTANCE (Certificate by the Host Institution)

1	. About the Institution, covering mainly the area of work (Research, Teaching/Training etc.):						
2	Whether registered or affiliated to Govt. of India/State Govt./ Any other Authority. I so, details thereof including registration/affiliation details:						
3	Purpose for which the services of ICAR Scientist required:						
4.	How will the host Institution be benefitted?						
5.	How will the Scientist be benefitted during his/her association with the Host Institution (during the sabbatical leave period) (in terms of enhancement of Skills)?						
6.	Facilities to be provided to the Scientist during the sabbatical leave period (by the Host Institution):						
7.	Will the scientist be provided any Scholarship/Fellowship/Associateship etc. (please specify) during sabbatical leave: Yes/No						
8.	Details of remuneration / amount, if any, to be paid to the Scientist during the sabbatical leave period by the Host Institution						
9.	Whether the Institution has ever been blacklisted/debarred: Yes/No						
10.	Whether any complaint/ FIR is pending/contemplated in any Court of Law/ Police Station in India/Abroad against the Host Institution: Yes/No						
Da	ate: Signature:						
Pla	ace: Name & Designation:						
	Host Institution (with Official Seal)						

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BOND TO BE EXECUTED BY ICAR SCIENTIST IN PERMANENT EMPLOYMENT, WHEN PROCEEDING ON SABBATICAL LEAVE (On non-judicial stamp paper of Rs 100/-)

And WHEREAS for the better protection of the Council, I have agreed to execute this Bond with such conditions as hereunder is written.

NOW THE CONDITION OF THE ABOVE WRITTEN OBLIGATION IS THAT I shall serve the Council for a minimum period of 03 (three) years from the date of my return to duty after expiry or termination of the Sabbatical Leave. In the event of me leaving the employment of the Council before the term of 03 (three) years for any reason whatsoever and/or abandoning my job prior to the above-mentioned period and/or inducing the Council to terminate my services by intentionally failing to perform to the satisfaction of the Council and/or on account of disciplinary violations, etc., I agree and undertake to indemnify and to pay to the Council immediately on demand the sum/amount including but not limited to the amount of leave salary & other allowances, paid and /or to be paid to me during the sabbatical leave period, together with interest thereon from the date of demand at Government rates for the time being in force on Government loans or if payment is made in a country other than India the equivalent of the said sum/amount in the currency of that country converted at the official rate of exchange between that country and INDIA and TOGETHER with all costs between attorney and client and all charges and expenses that shall or may have been incurred by the Government/Council/Institute.

Upon my failure to immediately pay the required sum on demand here under, the Council shall be at liberty to recover the said amount, from my Provident Fund or any other amount standing at my credit with the Council or shall be, otherwise, also fully recoverable from me, if no sufficient credit balance stands in my name.

AND upon my making such payment, the above written obligations shall be void and of no effect, otherwise it shall be and remain in full force and virtue.

WRORD

The Bond shall in all respects be governed by the laws of India for the time being in force and the rights and liabilities hereunder shall, where necessary, be accordingly determined by the appropriate Courts of India.

Signed and	date this	day of	two thousand
Signed and In the prese	delivered by nce of		
Witnesses:	1		

Accepted For and on behalf of Secretary (DARE) & DG, ICAR

WRORD

Annexure-V

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This "A	greement" is	execu	uted on this	day of _				at _		by and bet	ween
				[Name ,R/o.	&	Desi	gnation	of	the	Scientist],	S/o.
herein a	ifter called to	ne "Sci de his s	entist" whic	h expres	sio	n sha	II unless	rep	ugna ves.	ant to the co	ontext
AND											
Indian	Council	of _, S/o	Agricultura	al Res	sea	rch,	Throu	ıgh	2		
express and ass	ion shall ur	less re	epugnant to	the con	, he	erein t shal	after ca I mean	alled to ir	the clud	"Council" v e its succe	which ssors
under th	AS Indian ne Societies ment of Indi	Regis	cil of Agricu stration Act,	ıltural R 1860 u	ese nde	arch er the	is auto aegis o	nom	ous inistr	body regis y of Agricu	tered ilture,
applied	HEREAS th and have b from	een gr	anted Sabb	atical Le	ave	e for a	period	of .	the I	nstitute] and	d has year /
and/or s	HEREAS in supposed to Council and	be in	possession	s/her en of Conf	nplo	ymer ntial l	nt, the S nformat	Scier ion i	ntist elate	is in posse ed to the su	ssion ubject
project(s Future p till the unautho	VHEREAS s)/research plans / Plans date on wherized discl of the Instit	work(s for Pa nich th osure	s)/ publicati atents etc. u e scientist thereof m	on(s) / s ndertake propose	Sub en b	ject Noy the	Matter/ scientis	Tech stat	the Cabba	ogy Develo Council / Ins	ped / stitute e) or
not disc	HEREAS the close any point in no circ	ieces	of confiden	il require tial infor	es n	ne to	give an o any p	und party	ertak / / tł	king that I whird party /	would host
AND W informat	HEREAS the	ne Cou	ıncil / Institu at Scientist	ute wish maintair	es i the	to pro	otect the	e co	nfide f this	ential propri	ietary n.
propriet: Council	HEREAS th ary informa to protect i erms of this	tion is ts conf	vital to th fidential and	e Cound	cil a	and a	cknowle	edge	es th	ne desire d	of the

1.0 Confidential Information

NOW THIS AGREEMENT WITNESSETH AS UNDER:

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- "Confidential Information" shall mean and include any information disclosed by Council/Institute to Scientist either directly or indirectly, in writing, orally, by inspection of tangible objects (other than in written form e.g., oral or visual without limitation, documents, prototypes, samples, media, documentation, audio/video tapes/discs, code, computer discs, machines, prototypes, design), electronic transmission (including, but not limited to facsimile, electronic mail and the like in either human readable or machine readable form), designs, specifications, articles of manufacture, drawings, human or machine readable documents etc.) that the Council / Institute may have shared with the scientist or the scientist may have come in access thereof over years of his / her service in the Office of (Name of the Institute(s) of the Council, where he / she has been posted over the years), and shall include information having regard to project(s)/research work(s)/ publication(s) / Subject Matter/ Technology Developed / Future plans / Plans for Patents / Articles / trade secrets, network information, configurations, trademarks. logo, brand name, know-how, business and marketing plans/strategies, financial and operational information, and other non-public information, material or data relating to the current and / future business and operations of the Council and analysis, compilations, studies, summaries, extracts or other documentation prepared by the Council. Confidential Information may also include information disclosed to the host institution besides disclosure of the details of the works undertaken or going to be undertaken (in future) by the scientist / the Institute till the date on which the scientist proposes to proceed on Sabbatical Leave.
- 1.2 Confidential Information is to be broadly defined, and includes all information that has or could have commercial value or other utility in the work Council / Institute is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of the Council / Institute, whether or not such information is identified as Confidential Information by the Council / Institute.
- 1.3 The following Information will not be considered to be Confidential Information, if such information:
 - 1.3.1 was already in the public domain at the time of disclosure, or thereafter comes into the public domain through no fault of the Scientist; or
 - 1.3.2 is otherwise available or in possession of the Scientist without restrictions on use and disclosure and that be demonstrated by records that the same was not acquired, directly or indirectly, from Council/Institute; or
 - 1.3.3 is required to be disclosed pursuant to any applicable legal requirement or legal process issued by any court or any competent government authority or rules or regulations of any relevant regulatory body provided that any party/host institution will inform the Council of such order well in advance and provide assistance in contesting the disclosure thereof.
- 1.4 Scientist acknowledges that Council / Institute is the exclusive owner of its Confidential Information, which includes all information regardless of its form of recording and which is not in the public domain.
- 1.5 Scientist agrees that:
 - 1.5.1 Scientist shall keep secret all confidential and proprietary information and not reveal or disclose it to anyone outside of Council, except with Council's prior written consent;



1.5.2 Scientist shall not make use of any of such confidential information and data for his/her own purposes or the benefit of any other person, corporation or entity, other than Council.;

1.5.3 Scientist shall deliver promptly to Council, and at any time Council may so request, all memoranda, notes, records and other documents (and all copies thereof) constituting or relating to such confidential which Scientist may possess. Scientist understands and agrees that the Confidential Information and Data constitute trade secrets of Council and that at all times material to this Agreement;

1.5.4 Confidential Information and Data shall be and remain the exclusive property of Council and shall not be removed from the premises of Council under any circumstances whatsoever without the prior written consent of Council, and if removed, the same shall be immediately returned to Council, and no copies thereof may be kept by Scientist:

1.5.5 All notes, notebooks, memorandums, computer disks and other similar repositories of information containing or relating in any way to Confidential Information and Data shall be the property of Council. All such items made or compiled by Scientist or made available to Scientist during the period of employment, including all copies thereof, shall be held by Scientist in trust and solely for the benefit of Council and shall be delivered to Council by Scientist, or at any other time upon the request of Council.

1.5.6 Scientist shall not disclose to any other person or entity, either directly or indirectly, the Confidential Information and Data.

1.5.7 Scientist shall not reproduce or reverse engineer the Confidential Information or any part thereof without the express written consent of Council.

1.5.8 Scientist shall not, directly or indirectly, make known, divulge, publish or communicate the Confidential Information to any person/firm /corporation/Host Institution without the express written consent of Council.

1.5.9 Scientist shall not shall not disseminate the Confidential Information or part thereof received from the Council to any other person.

1.5.10 Scientist shall not use or utilize the Confidential Information without the express written consent of Council.

1.5.11 Scientist shall not use the Confidential Information or any part thereof as a basis for the design or creation of any method, system, apparatus or device similar to any method, system, apparatus or device embodied in the Confidential Information unless expressly authorized in writing by Council.

1.5.12 Scientist shall make best efforts possible to protect and safeguard the Confidential Information from loss, theft, destruction, or the like.

2.0 Proprietary right

Scientist acknowledges that all Confidential Information constitutes a proprietary right which Council / Institute and its affiliated organizations are entitled to protect.

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3.0 Non-disclosure

3.1 Scientist agrees that during his/her employment with Council / Institute" or at any time thereafter, Scientist will not disclose any Confidential Information to any person or his / her future employer.

3.2 Scientist will not use the confidential information for any purpose other

than those permitted by Council / Institute.

4.0 Return of property

Scientist agrees that before proceeding on sabbatical or at any time Council / Institute may request, to promptly deliver all memoranda, notes, records, reports, manuals, and any other hard copy documents or electronic data belonging to Council / Institute, or containing Confidential Information, including all copies of materials Scientist may possess or have under his/her control.

5.0 General Provisions

- 5.1 Scientist acknowledges that the restrictions contained in this Agreement are necessary for the protection and goodwill of Council / Institute and Scientist consider them to be reasonable for that purpose. Scientist therefore agrees that any breach of the terms of this Agreement is likely to cause Council / Institute substantial and irrevocable damage and irreparable harm. In the event of any such breach, Scientist agrees that Council / Institute, in addition to such other remedies which may be available, shall be entitled to specific performance and other injunctive or marketing relief including interim or interlocutory relief, if demanded.
- 5.2 Scientist agrees he / she will comply with all security precautions and measures of Council / Institute that are intended to maintain the confidentiality of its Confidential Information and to limit its distribution to instances of a legitimate need-to-know basis that are intended to promote the best interests of Council / Institute.
- 5.3 Scientist agrees he / she will not make copies, summaries, or extracts of Confidential Information, nor will Scientist remove any Confidential Information from the place of work unless authorised in writing by Council / Institute.

5.4 Scientist agrees that he / she will not disclose any Confidential Information concerning Council / Institute or its affiliated bodies / institutes which could adversely affect the council's image, reputation or value.

5.5 This Agreement sets forth the entire Agreement as to its subject matter. No modification, amendment, termination or waiver of this Agreement shall be binding unless in writing and signed by a duly authorized officer of Council / Institute. Failure of Council / Institute to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of such terms, covenants or conditions.

6.0 Continuing obligations

Scientist agrees that the provisions of this Agreement are continuing in nature and shall survive in perpetuity.

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7.0 Severability

In the event that any provision of this Agreement or part thereof shall be deemed void, invalid, illegal or unenforceable in whole or in part, the remaining provisions or parts shall remain in full force and effect.

8.0 Independent Legal Advice

Scientist have been advised that Scientist have the right to obtain legal counsel before signing this Agreement and Scientist have obtained the level of advice Scientist deem appropriate.

9.0 Enforcement

9.1 Scientist agrees that if Scientist commits a breach of any of the provisions of agreement, Council / Institute shall have the right to enforce this Agreement in any court having equity jurisdiction.

9.2 Scientist agrees that in case it is revealed / known at any stage that he/she have shared any confidential information with any third person without authorization, then the Council / institution shall take action as against him/her as per prescribed law/rules/instructions/ guidelines.

9.3 Scientist acknowledges and agrees that any such breach of this Agreement by me will cause irreparable injury to Council / Institute and that money damages will not provide an adequate remedy to Council / Institute. In addition, Council / Institute shall have any other rights and remedies available at law or in equity.

10 Applicable law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Delhi/India and the parties agree to the Jurisdiction of courts at Delhi alone.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth above.

Scientist	For & on behalf of Council	
Signature of Scientist	Signature of the Director/officer/Scientist / Authorised by the Institute on behalf of Council	
Name of Scientist	Name of the Director/Officer/Scientist Authorised by the Institute on behalf of the Council.	
Designation and seal of Scientist	Designation and seal of the Director/officer/Scientist Authorised by the Institute on behalf of the Council	

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Witness (Name and Address and Signature) 1.	Witnesses (Name, Address and Signature. 1.			
2.	2.			

UNDERTAKING

l,	(name & designation of the scientist with name
and place o	f the Institute where posted), have been granted Sabbatical Leave for
	(period in year/months with break-up thereof also) from
(name of Ho	st Institution).

I, therefore, undertake as under (include only those points in the undertaking which are relevant to the scientist concerned):-

- i. That I shall utilize the sabbatical leave for the bonafide purpose for which it has been sanctioned/granted, and that during the said period I shall not accept any commercial employment (my services / works / assignments with the host institution during the sabbatical leave period don't come under the purview of commercial employment). Further, during the sabbatical leave period, I shall not undertake any permanent position with any organization including the host institution in India/abroad.
- ii. That during the period of sabbatical leave, I shall observe absolute integrity and allegiance to the Council/Institute and shall not participate in any anti-Government/anti-Council activities. Breach of any of the provisions of CCS (Conduct) Rules, 1964 shall render me liable to disciplinary action, as deemed fit.
- iii. That I give my acceptance to the payment by the Council of pay & allowances, if any, during the sabbatical leave as per the provisions of Para 5 and other terms and conditions of Sabbatical Leaves Guidelines-2022.
- iv. That I give my acceptance to receive/ make payment towards HRA / Licence Fee, as the case may be in accordance with the extant Government of India / ICAR instructions / guidelines in this regard.

[Applicable to scientists who have been allotted Council's residential quarters].

v. That I undertake to serve the Council for a minimum period of 03 (three) years from the date of my return after expiry or Sabbatical Leave or termination thereof failing which I shall be liable to pay to Council the amount mentioned in Bond along with Interest (a Bond duly signed by me has been attached).

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vi. That I undertake to seek all necessary approvals / permissions, including political clearance from MEA and FCRA clearance from MHA, from the concerned Government Ministries / Departments, as mandated by extent Government of India instructions / guidelines in this regard.

[Applicable in respect of scientists proceeding on Sabbatical Leave from foreign universities / host institutions located outside India]

In case of any breach, disciplinary action, as deemed fit, may be taken against me.

	Signature of the Scientist
Date:	
	(Name & designation of the scientist)
Place:	
	(Name of Institute where posted)