



GOVERNMENT OF GOA  
**STATE MEDICINAL PLANT BOARD**  
**GOA**

SCHEME FOR DEVELOPMENT & CULTIVATION OF MEDICINAL PLANTS  
UNDER CENTRAL SPONSORED SCHEME OF  
NATIONAL AYUSH MISSION

**DY. CONSERVATOR OF FORESTS**  
RESEARCH & UTILISATION DIVISION  
&  
**CHIEF EXECUTIVE OFFICER**  
STATE MEDICINAL PLANT BOARD – GOA  
AQUEM – MARGAO – GOA  
TEL : 0832 – 2750099

## INTRODUCTION

India has a rich repository of medicinal plant species (8000 species), which meets the health care needs of 80% of the population of this country. However it has been appropriately identified that the Knowledge base on the use of these Medicinal Plants is shrinking day by day. Goa, being located in Western Ghats of India, which occupy the fifth position in terms of their economic potential of its biological resources, is one of the rich states in biological diversity.

Therefore to create awareness regarding Medicinal Plants and their day to day use, among various stakeholders the Goa State Medicinal Plants Board (GSMPB) was set up in the year 2003, in the Forest Department, by the Government of Goa. The board was registered under Societies Registration Act, 1860 under Registration No. 220/Goa/2010 on 30<sup>th</sup> June, 2010.

The Board is responsible for coordination of all matters related to medicinal plants which include in-situ conservation, ex-situ cultivation, research and development, education and awareness in the field of Medicinal Plants. With the financial assistance from National Medicinal Plants Board, Ministry of AYUSH, Government of India, the Board has setup a Nucleus Centre in the Research & Utilisation Division of Goa Forest Department at Margao.

Although in recent years cultivation of medicinal plants has started gaining momentum, still a significant part of our requirements continue to be met from wild sources. In order to meet increasing demand for medicinal plants both domestic and from overseas markets we need to focus on both *ex-situ* and *in-situ* cultivation of medicinal plants.

## **STRATEGY**

- To adopt an end-to-end approach covering production, post-harvest management, processing and marketing. This will be achieved by promoting cultivation of medicinal plants in identified clusters within selected districts of state having potential for medicinal plants cultivation and to promote such cultivation following Good Agricultural and Collection Practices (GACPs) through synergistic linkage with production and supply of quality planting material, processing, quality testing, certification, warehousing and marketing for meeting the demands of the AYUSH industry and for exports of value added items.
- To promote medicinal plants as a crop alternative to the farmers and through increased coverage of medicinal plants and with linkages for processing, marketing and testing, offer remunerative prices to the growers/farmers. This will also reduce pressure on forests on account of wild collection.
- To adopt communication through print and electronic media as a strong component of its strategy to promote integration of medicinal plants farming in the agriculture/ horticulture systems with emphasis on quality and standardization through appropriate pre and post-harvest linkages.
- To promote and support collective efforts at cultivation and processing in clusters through Self Help Groups, BMCs (Biodiversity Management Committees), growers cooperatives/associations and such other organization with strong linkages to manufacture/traders and R&D institutions

## **OBJECTIVES**

- Support cultivation of medicinal plants which is the key to integrity, quality, efficacy and safety of the AYUSH systems of medicines by integrating medicinal plants in the farming systems, offer an option of crop diversification and enhance incomes of farmers.
- Cultivation following the Good Agricultural and Collection Practices (GACPs) to promote standardization and quality assurance and thereby enhance acceptability of the AYUSH systems globally and increase exports of value added items like herbal extracts, phytochemicals, dietary supplements, cosmeceuticals and AYUSH products.
- Support setting up processing clusters through convergence of cultivation, warehousing, value addition and marketing and development of infrastructure for entrepreneurs to set up units in such clusters.

## **COMPONENTS**

The scheme will be implemented with the following components:

- 1) Financial assistance for cultivation of Stevia – Rs. 1.37 lakh per ha  
(Subsidy available for 12.5 ha area)
- 2) Financial assistance for cultivation of Pipli – Rs. 0.27 lakh per ha  
(Subsidy available for 20 ha area)
- 3) Financial assistance for cultivation of Kokum – Rs. 0.27 lakh per ha  
(Subsidy available for 20 ha area)

## **ELIGIBILITY**

- All land owners who are willing to cultivate any or all of the three medicinal plants under the scheme are eligible to avail the benefits of the scheme on First Come First Serve basis till the financial assistance is exhausted.
- The land shall be in his/ her own name or inherited or taken on lease for a period of not less than ten years on the date of application.
- The name of the applicant must either appear in the land document records (Form I & XIV) or have a valid Krishi Card or must produce appropriate documents to indicate ownership over the land proposed for cultivating.
- Minimum area for availing assistance for the cultivation is 2,500 m<sup>2</sup> per crop.
- Maximum area for availing assistance for the cultivation is 20,000 m<sup>2</sup> per crop

## **PATTERN OF ASSISTANCE**

The cost of cultivation of Kokum, Pipali and Stevia is as under:

- ❖ Financial assistance for cultivation of Stevia (*Stevia rebaudiana*) – Rs. 1.37 lakh per ha (30% of cost of cultivation i.e. Rs. 4,57,531.25 per ha)
- ❖ Financial assistance for cultivation of Pipli (*Piper longum*) – Rs. 0.27 lakh per ha (30% of cost of cultivation i.e. Rs. 91,506 per ha)
- ❖ Financial assistance for cultivation of Kokum (*Garcinia indica*) – Rs. 0.27 lakh per ha (30% of cost of cultivation i.e. Rs. 91,506 per ha)

## **DOCUMENTS REQUIRED TO AVAIL ASSISTANCE**

- i) The applicant must have valid Krishi Card issued by the Director of Agriculture, Government of Goa.
- ii) The applicant shall give an undertaking to the effect that the land under cultivation is in applicant's own name or held on lease/contract or by power of attorney or by inheritance or as co-owner and takes full responsibility in case of any dispute.
- iii) Mandate form showing MICR code & IFSC code duly signed by the Bank.
- iv) One set of GAR-32 duly signed.
- v) Receipt for purchase of plating material manures/fertilizer expenditure for digging of pits and other expenditure incurred wherever required.
- vi) Photographs of completed project infrastructure.
- vii) Copy of Election Photo Identity Card (EPIC)/ Adhar Card.

## **GUIDELINES**

The scheme shall be implemented and monitored by State Medicinal Plants Board.

- i) The interested cultivators shall submit their application in the prescribed format, along with documents prescribed to the Chief Executive Officer, State Medicinal Plant Board – Goa, Margao, Goa.
- ii) Finalization of the subsidy to the eligible farmers shall be release purely on ***First Come First Serve Basis***.
- iii) On acceptance of the application, the applicant shall execute a MoU/ Agreement as per the enclosed format with the State Medicinal Plant Board.
- iv) The shortlisted Farmers shall carry out the work as per the advice of the State Medicinal Plants Board Officials.
- v) The farmers shall send report of the completion of the work along with photograph.
- vi) The project/ site will be inspected by competent State Medicinal Plants Board authority and processed for release of subsidy as per the pattern of assistance.
- vii) The Chief Executive Officer - State Medicinal Plants Board shall examine the claim and approve expenditure sanction for subsidy.

## **AGREEMENT**

### **TO BE SIGNED BY APPLICANT AFTER APPROVAL OF THE PROJECT**

This Agreement is made and entered into on this \_\_\_ day of \_\_\_\_, 20\_\_\_ between the STATE MEDICINAL PLANT BOARD (SMPB) having its office address at Chief Executive Officer, Office of Dy. Conservator of Forests, Research & Utilisation Division, Forest colony, Aquem, Margao, Goa, hereinafter called “SMPB” (which expression shall wherever the context so admits include its successors and assignees) of the First Part

AND

\_\_\_\_\_ (Give full address) \_\_\_\_\_ engaged in farming and other related activities hereinafter called the “Grantee” (which expression shall wherever the context so admits include its successors and assignees) of the Second Part.

Whereas SMPB operates a scheme entitled “Assistance for cultivation of Kokum/ Pipali/ Stevia (hereinafter called “it’s scheme”) to support, develop and promote growth and conserve medicinal plants under the aegis of National Medicinal Plant Board of Ministry of AYUSH.

And whereas the Grantee has submitted an application for subsidy/ assistance to the tune of 30% of cultivation cost which has been scrutinized and modified wherever necessary by the Project Screening Monitoring Committee and the Standing Finance Committee of the scheme constituted by the SMPB for the specific purpose and the Grantee has accepted the modifications in the project.

And whereas SMPB has approved the project and agreed to provide support to the extent stated in **Annexure A** on the terms and conditions contained hereinafter in this Agreement.

Whereas the Grantee has agreed to enter into an Agreement with SMPB for undertaking the project on the terms and conditions referred to above.

Now therefore, in consideration to SMPB agreeing to provide subsidy/ assistance for the project hereto agreed as follows:



## 1 (a) DEFINITIONS

That unless the context otherwise requires, for the purpose of this agreement, the following words shall mean as under:

- (i) “Agreement” means this agreement together with the annexures which form a part of this agreement.
- (ii) “PSMC” means Project Screening and Monitoring Committee constituted by SMPB.
- (iii) “Project” means the project as approved by the SMPB for approving the subsidy/ assistance under the scheme. A copy of the project is annexed at **Annexure B**.

(b) All annexures (viz. Annexure A and B) to this Agreement shall be integral part of this agreement.

## 2. RESPONSIBILITIES OF THE “GRANTEE”

(a) That the grantee shall

- (i) Carry out the activities of the project as outlined in the project document, including the amendments effected thereto, and confirm to the specified outputs, milestones, minimum work programs and targets as approved by the PSMC.
- (ii) Meet the expenditure on the project activities to the extent as agreed to, through its own sources, as per the details given in Annexure A;
- (iii) Maintain a separate account for the project funds and receipts, if any;
- (iv) To submit a statement of expenditure details to the SMPB within the stipulated time period;
- (v) To permit the PSMC access to the project area or the premises, at all times, where the project activity is being/ shall be carried out and provide all information and produce or make available the concerned records for inspection and monitoring of the project

activity, required by the PSMC or other authorized representative of the SMPB.

- (vi) Utilize the funds sanctioned by SMPB for the project activities only for the purpose specified in the project.
- (vii) Abide by the decision of SMPB, based on assessment of the progress in the project by PSMC, or any other body/ committee assigned by SMPB to modify the objectives, outputs, milestones, targets, funding as also the foreclosure of the project or of its components;
- (viii) Acknowledge the assistance of SMPB while publishing in any manner the details of the project, its progress or its success, subject to provisions of subclause (v) of clause 5 below and to furnish copies of such publication to SMPB.

(b) The Grantee acknowledges and agrees that:

- (i) The duties, responsibilities and functions assigned or entrusted to it as specified in the project document shall be deemed to be the role, duties and responsibilities assigned and entrusted under this agreement and any delay, failure or default in performance of Grantee regarding its duties as specified in the Project document shall be deemed to be a default under this Agreement;
- (ii) The Grantee Organization shall at all times indemnify and keep indemnified SMPB against any claims or suites in respect of any losses, damages or compensation payable in consequences of any accident, death or injury sustained by its (Grantee's) employees or by any other third Party resulting from or by any act, omission or operation conducted by or on behalf of Grantee.
- (iii) The Grantee shall at all times indemnify and keep indemnified SMPB against all claims/damages etc. by any infringement of any Intellectual Property Rights (IPR) while doing its responsibilities/work under the Project and this Agreement;
- (iv) The Grantee shall notify SMPB of any material change in its status and/or shareholding, as the case may be in particular where such

change would impact on performance of obligations under the Project and this Agreement; and

- (v) The Grantee agrees and acknowledges that the time for completion of project, as set-forth here, is the essence of the Agreement and Grantee shall accordingly undertake the Performance of Work hereunder with the objective of achieving the project implementation and completion within the time schedule set-forth in Project document.
- (vi) Handling of patents as per terms & conditions of the grants.

### **3. FINANCIAL ARRANGEMENTS**

That the financial arrangements under this Agreement shall provide:

- (i) That the total estimated cost of the Project as mutually agreed shall be Rs.....lakhs (Rupees ..... only);
- (ii) The detailed year wise and head wise breakup of the financial support by SMPB and agreed contribution by the Grantee shall be as given in **Annexure A**.  
Release of funds shall be subject to completion of minimum work programmes and satisfactory progress against the milestones specified in the Project as determined by SMPB and on submission of statement of accounts/audited statement of accounts and utilization certificates as provided for in *sub clause (a) (iv) of clause 2*;
- (iii) The Grantee shall ensure that the funds of the Project are actually utilized only for the Project and as expressly provided in this Agreement. Re-appropriation/ Revalidation of funds from one budget head to another shall not be effected by the Grantee without the specified written approval of SMPB, communicated directly by SMPB;

- (v) The Grantee shall immediately refund any funds out of grants-in-aid disbursed to it for the Project remaining unutilized with it on foreclosure/ termination/ completion of the Project to SMPB along with detailed accounts of funds received, utilized and unutilized balance returned. These provisions shall apply, *mutatis mutandis*, to any component of the Project decided to be foreclosed. In case the termination of the Project is by the Grantee, in terms of provisions of *subclause of clause 9*, the refund of funds shall be in respect of funds remaining unutilized as on the date of notice by the Grantee;
  
- (vi) The provision of grants-in-aid to the Grantee does not create any liability, explicit or implicit, on SMPB in respect of the manpower engaged in the Project.

#### **4. PROJECTSCREENING AND MONITORING COMMITTEE**

A Project Screening and Monitoring Committee (PMC) appointed by SMPB shall monitor achievements of the defined objective(s) of the Project. The functions of the PSMC shall be:

- (i) To monitor the progress of the Project in conformity with the milestones, targets and objectives as contained in the Agreement;
  
- (ii) To keep track of funding from any other source to the Grantee for this particular project;
  
- (iii) Based on the foregoing, to assess and suggest
  - a) Closing or dropping or modifying any of the components of the Project, within the overall approved objectives, budget and timeframe,
  - b) Inclusion of additional industrial/institutional partner(s), if the Grantee requests involvement of such partner(s), in the overall interest of the Project, and
  - c) Revision of the funding support to the Grantee;

- (iv) To advise on issues related to publications and securing of IPR;  
and
- (v) To advise on any other matter as referred it to by SMPB.

## **5. RESULTS OF THE PROJECT**

- (i) The deliverables from the Project are defined and included in the Project document.
- (ii) The intellectual property generated from the Project shall be the joint property of the Grantee and SMPB.
- (iii) It is the responsibility of the Grantee to protect any intellectual property rights that may result from the Project. The Grantee shall also bear expenditure involved in protecting such intellectual property.
- (iv) The Grantee shall not assign or transfer the IPR/ knowledge generated from the Project to any third party directly or indirectly without written consent from SMPB.
- (v) Any publication in journals, presentation in seminars in respect of the IPR emanating from the Project is prohibited until such publication/presentation is first reviewed from the point of protection of IPR by SMPB and a written permission is issued by SMPB. These publications shall be in the name of the concerned research workers, and the fact that the work has been carried out with support from SMPB shall be duly acknowledged.

## **6. PROJECT DURATION**

The Project duration shall be ..... years effective from the date of release of funds by SMPB which shall be effected only after signing of this Agreement by both the parties. It shall be the endeavor of the Grantee to complete the Project within the stipulated period. In case SMPB as recommended by the

PSMC feels that it is desirable to undertake further developmental work on the outcome of the Project which requires additional financial commitment and extension of the stipulated project schedule, the Grantee shall submit the extension request or a separate Project proposal with full justification for consideration under the scheme. In such a case, the Grantee will have to execute a supplementary agreement laying down the terms, conditions and financial arrangements of such further research work and issues relating to the intellectual property right generated by such further work.

## **7. COMPLETION**

The Project shall be deemed to have been successfully completed as & when so assessed by SMPB. In case, during the tenure of the Project it is found that the Project or any Project component is not likely to lead to successful completion, SMPB may decide to foreclose the Project or the Project component as warranted. The decision of SMPB shall be final in all respects. However, if the Grantee would like to continue the project at its own cost, it would be able to do so without restrictions from SMPB after complying with the relevant provisions.

## **8. EFFECTIVE DATE, TENURE AND TERMINATION OF THE AGREEMENT**

- (i) The Agreement shall be effective from the date of its signing by both the Parties (if the Agreement is signed through circulation by Post, the date on which SMPB signs the Agreement shall be considered as effective). The Agreement shall be valid for -----\* years. It can be extended if agreed to by both the parties. The Letter of Intent to this effect shall be issued by SMPB.
- (ii) The Agreement duly signed by both the Parties shall remain in the custody of SMPB and a copy of the Agreement duly authenticated by SMPB shall be provided to the Grantee.
- (iii) The Grantee may, before the completion of the Project, terminate this Agreement by giving three months' notice in writing to SMPB. SMPB

may also terminate the Agreement by written notice to the Grantee committing breach of any term of this Agreement and either not rectifying it to the satisfaction of SMPB or not satisfying in SMPB about its inevitability within a specified period.

## **9. FORCE MAJEURE**

The Parties shall not be held responsible for non-fulfillment of their respective obligations in successful completion of the Project under this Agreement due to the exigency of one or more of the force majeure event such as but not limited to acts of God, War, Flood, Earthquakes, Strikes not confined to the premises of the party, Lockouts beyond the control of the party claiming force majeure, Epidemics, Riots, Civil Commotions etc. lying beyond the reasonable control of and not brought about at the instance of the Party claiming to be affected by such event and which has caused the non-performance or delay in performance; provided on the occurrence and cessation of any such event the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties shall jointly decide about the future course of action on the Project. The validity of the claim of force majeure by the Grantee shall be determined by SMPB after due enquiry and the decision of SMPB in this regard shall be final.

## **10. ARBITRATION**

In case of any dispute, Principal Chief Conservator of Forests, Goa Forest Department or his nominee shall be the Arbitration authority.

## **11. NOTICES AND JURISDICTION**

Subject to the provisions of *clause 10* hereof, the Courts at Margao, Goa shall have exclusive jurisdiction in all matters concerning this Agreement including

any matter arising out of the arbitration proceedings or any award made therein.

**IN WITNESS WHEREOF** the parties hereto through its duly authorized representatives have signed this Agreement on the day, month and year mentioned hereinbefore.

**Parties**

For and on behalf of the President of India

Signature  
Name  
Designation  
Seal

**Witnesses**

1. Signature  
Name  
Address  
2. Signature  
Name  
Address

**For the Grantee**

Signature  
Name  
Designation  
Seal

**Witnesses**

1. Signature  
Name  
Address  
2. Signature  
Name  
Address