

தமிழ்நாடு தமில்நாடு TAMILNADU

11.2023 N.G.P. ARTS AND
SCIENCE COLLEGE
COIMBATORE

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S. DEATCHAYINI,

(S. DEATCHAYINI)

STAMP VENDOR

L. No: 928/ஆ1/2021-4

10 C, SBI Road, Coimbatore - 18.

DV 007708

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is made on this fifteenth day of November, Two thousand and twenty three BY AND BETWEEN President of India, acting through **The Secretary**, Department of Biotechnology, Ministry of Science and Technology, Government of India, New Delhi, hereinafter referred to as the 'DBT' (which expression unless excluded by or repugnant to the subject shall mean and include its successor-in-office and assigns) of the ONE PART;

AND

Dr.N.G.P. Arts and Science College, a society under the Societies Registration Act – 1860, having its registered office in/at Dr.N.G.P. Nagar, Kalapatti Road, Coimbatore - 641048, hereinafter referred to as Dr.N.G.P.ASC (Which expression shall where the context so admits include its successors and permitted assigns) of the OTHER PART;

(Dr.S.S.Sudha)

Programme Coordinator

Programme Coordinator

DBT STAR College Scheme

Dr. N.G.P. Arts and Science College

Kalapatti, Coimbatore - 641 048

(Prof.Dr.K.Ramamurthi)

Principal

Prof. Dr. K. RAMAMURTHI

M.Com., B.L., M.B.A., Ph.D.

Principal

Dr.N.G.P.Arts and Science College

Dr. N.G.P. - Kalapatti Road

Coimbatore - 641 048.

WHEREAS DBT being desirous of capacity building in Strengthening of Science teaching for Under Graduate Science Departments (Microbiology, Biochemistry, Food Science and Nutrition, Biotechnology) decided to support a project submitted by Dr.N.G.P.ASC for the attainment of the objectives, hereinafter described in the Annexure I annexed hereto;

This Memorandum of Agreement (MoA) defines the role and responsibilities of the participating agencies, monitoring and other matters related to the DBT Star Status

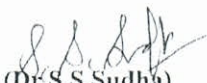
NOW THE PARTIES HERETO AGREE AS FOLLOWS:-

1.0. ROLE OF DEPARTMENT OF BIOTECHNOLOGY, NEW DELHI


To provide funds to the extent of **125.95438 Lakhs** over a period of three years from the date of sanction of the project, to Dr.N.G.P.ASC (HRD-11012/6/2023-HRD-DBT, Date 08.11.2023) for undertaking activities as detailed in Annexure 1. Details of the funds to be provided are given in Annexure II.

2.0. ROLE OF Dr.N.G.P.ASC

- 2.1. To provide their contribution of NA for three years from date of sanction of the project as detailed in Annexure – II. *(if a jointly supported project)*
- 2.2. To provide existing facilities as mentioned in the project document.
- 2.3. To be responsible for accomplishing objectives identified and activities listed.
- 2.4. To allow the Scientists authorized by DBT to work with the Research & Development team of the center in all stages of process development and production.
- 2.5. To recruit all scientific and non-scientific staff as sanctioned by DBT.
- 2.6. To prepare and submit all periodical reports and other documents that would be required by DBT.
- 2.7. To maintain a separate audit head of account for the grants received from DBT for the project.
- 2.8. To submit an annual audited statement of expenditure incurred under the project.


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- 2.9. To ensure effective utilization of the grant given by DBT for the purpose for which it was granted and to ensure timely progress of project work.
- 2.10. The manpower, both scientific and non-scientific, recruited shall be purely on contractual terms & conditions such that the contract for engagement of the manpower shall run concurrently with the said project period only.

3.0 DURATION OF PROJECT

- 3.1 Duration of project shall be **three** Years from the date the Project has been sanctioned by DBT.


4.0 RIGHTS OF OWNERSHIP/TECHNOLOGY TRANSFER AND UTILIZATION

- 4.1 The know-how generated from the project by DBT Star Status will be the joint property of Dr.N.G.P.ASC and DBT, Government of India. It shall be the responsibility of Dr.N.G.P.ASC to take necessary action for protection of the intellectual property arising out of the PROJECT through proper instruments, such as, patents, copy rights, etc.
- 4.2 The know-how developed may be transferred to other entrepreneurs on a non-exclusive basis on such terms and conditions as may be determined by DBT.
- 4.3 All the assets including the equipment and produce acquired will be the property of DBT and shall not be utilized for purposes other than those for which the grant has been sanctioned. The rights of Dr.N.G.P.ASC under this MoA shall not be transferred to any other party without prior approval in writing of DBT.
- 4.4 It shall be the responsibility of Dr.N.G.P.ASC to ensure that support of DBT is suitably acknowledged in the publications (papers, reports, etc.) arising out of the PROJECT.

5. SECRECY

It is hereby agreed that the participating agencies shall keep information and data collected completely secret provided that the right to transfer the technology shall rest with the DBT.


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6. MONITORING


- 6.1 The progress of implementation of the project and proper utilization of grant shall be reviewed by the DBT and by the Monitoring Committee set up by DBT.
- 6.2 The periodic progress of physical achievements and the utilization of funds, statement of expenditure shall be evaluated by the Monitoring Committee.
- 6.3 The Comptroller and Auditor General of India, at his discretion shall have the right of access to the books and accounts of Dr.N.G.P.ASC for the grants received from DBT for this project.
- 6.4 The DBT may terminate the grant at any stage if it is convinced that the grant has not been properly utilized or appropriate progress has not been made. In the event, DBT terminates the grant, Dr.N.G.P.ASC shall hand over all documents including technical details and equipment purchased related to the project.


7.0 DURATION OF MEMORANDUM OF AGREEMENT

This MoA will remain in force for the duration of the project and until all claims are settled between DBT and Dr.N.G.P.ASC

8.0 ARBITRATION

In the event of any question, dispute or difference whatsoever arising between the parties to this Agreement out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity of the breach thereof shall be referred to an Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be nominated by the Secretary, Department of Legal Affairs, Ministry of Law & Justice, and Government of India. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications or reenactments thereof.


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9.0. GOVERNING LAW

This Contract shall be governed by the Law of India for the time being in force.

IN WITNESS WHEREOF the parties hereto have signed, sealed and delivered this Agreement on the day, month and year first above written in presence of:

Witnesses:

Signed by -----

1.

(Designation)


2.

for and on behalf of The President of India

Witnesses:


Signed by -----


1.


Dr. K. KAZIMUTHU


(Designation)

2.


Dr. S. GOWRI


(Dr. S.S. Sudha)
Programme Coordinator

Dr. S.S. SUDHA
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