



सत्यमेव जयते

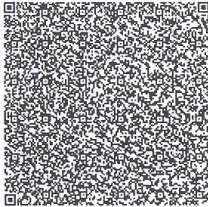
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For The Pavagada Soudharana
Co-Operative Ltd

Authorised Signatory



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MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is made on this **Tenth** day of **September Two Thousand Twelve** BY AND BETWEEN President of India, acting through **Department of Biotechnology, Ministry of Science and technology, Government of India, New Delhi,**

J. W. Wani
12.9.12
REGISTRAR
University of Agricultural Sciences
GKVK, Bangalore-560 065.

Statutory Alert:

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hereafter referred 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

University of Agricultural Science, Bangalore an Institute, having its headquarters at GKVK Campus Bangalore-560065, hereafter referred to as **UASB** (which expression shall where the context so admits include its successors and permitted assigns) of the OTHER PART; whereas DBT being desirous of Life Science Research, (in Agricultural Sciences) decided to support a project submitted by UAS Bangalore for the attainment of the approved objectives.

The Memorandum of Agreement (MoA) defines the role and responsibilities of the participating agencies, monitoring and other matters related to the title of project "**Development of SSR markers for the construction of a dense linkage map in Mulberry and creation of a panel of germplasm for association analysis**".

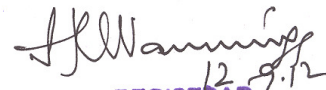
NOW THE PARTIES HERETO AGREE AS FOLLOWS:-

1.0 . ROLE OF DEPARTMENT OF BIOTECHNOLOGY, NEW DELHI

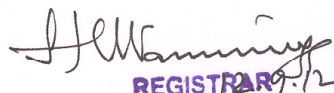
To provide funds to the extent of **Sixty six lakhs and ninety two thousand rupees** over a period of **three** years from the date of sanction of the project, to **UASB** for undertaking activities as detailed in Annexure 1. Details of the funds to be provided are given in Annexure II.

2.0. ROLE OF UASB (Institute)

- 2.1. To provide their contribution **Sixty six lakhs and ninety two thousand rupees** 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.


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- 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.
- 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.


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3.0 DURATION OF PROJECT

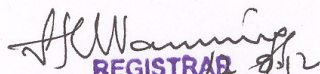
3.1 Duration of project shall be **three** years from the date the Project has been sanctioned by DBT.

4.0 RIGHTS OF OWNERSHIP/TECHNOLOGY TRANSFER AND UTILIZATION

- 4.1 The know-how generated from the project by **UAS, Bangalore** will be the joint property of **UASB** and **DBT**, Government of India. It shall be the responsibility of **UASB** 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 **UASB** 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 **UASB** 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

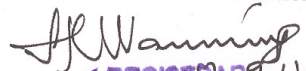
- 6.1 The progress of implementation of the project and proper utilization of grant shall be reviewed by the DBT and by the Monitoring Committee set up by DBT.
- 6.2 The periodic progress of physical achievements and the utilization of funds, statement of expenditure shall be evaluated by the Monitoring 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 **UASB** 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, **UASB** 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 **UASB**.

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, 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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University of Agricultural Sciences
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9.0. GOVERNING LAW

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

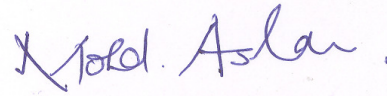
IN WITNESS WHEREOF the parties hereto have signed, sealed and delivered this Agreement on the 10th day of September 2012 first above written in presence of:

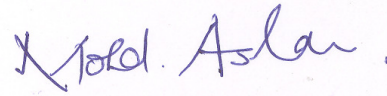
Witnesses:

Signed by  12/9/12

For and on behalf of University of Agricultural Sciences, Bangalore

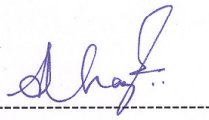
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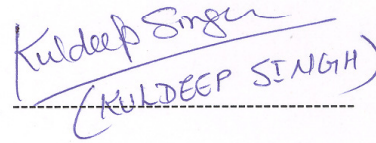
Signed by 
डॉ० मोहम्मद असलम/Dr. MOHD. ASLAM,
शैक्षणिक "एफ" एवं निदेशक/Scientist "F" & Director
बायोटेक्नोलॉजी विभाग/Depn. of Biotechnology
विज्ञान और प्रौद्योगिकी/Min. of Science & Tech.
भारत सरकार, नई दिल्ली/Govt. of India, N. Delhi
(Designation)

For and on behalf of The President of India

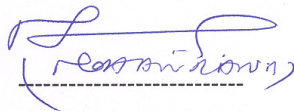
Witnesses:

1. Signed by 

Dr. M.S. SHESHSHAYEE
Associate Professor
Dept. of Crop Physiology
University of Agricultural Sciences
G K V K, BANGALORE - 560 065

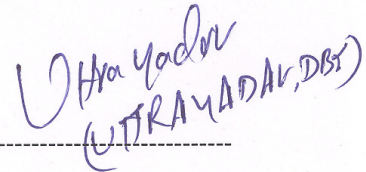
1. 
(KULDEEP SINGH)

2.


(B. MOHAN RAJU)

Dr. B. MOHAN RAJU
Associate Professor
Dept. of Crop Physiology
UAS, G.K.V.K.,
Bangalore - 560 065.

2.


(U. TRAIYADAV, DBT)