

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is made on this -----(*for eg. 23rd*)----- day of Two thousand and ____ (*for eg. Ten*)_____ BY AND BETWEEN President of India, acting through -----(*to be left blank*)-----, 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

.....(*Name and legal status of the Organization*)....., a society under the Societies Registration Act – 1860, having its registered office in/at(*Address of the organization*)....., hereinafter referred to as ...(*Short name of the organization*)..... (which expression shall where the context so admits include its successors and permitted assigns) of the OTHER PART;

WHEREAS DBT being desirous of _____(*area of research to be given*)_____ decided to support a project submitted by ...(*Name of the PI & organization*)..... 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 _____(*Title of project*)_____.

NOW THE PARTIES HERETO AGREE AS FOLLOWS:-

1.0 . ROLE OF DEPARTMENT OF BIOTECHNOLOGY, NEW DELHI

To provide funds to the extent of _____(*Total cost of the project to be provided by DBT*)_____ over a period of --(*duration in years*)---- years from the date of sanction of the project, to --(*Name of the PI & short name of the organization*)----- for undertaking activities as detailed in Annexure 1. Details of the funds to be provided are given in Annexure II.

2.0. ROLE OF (Institute/NGO)

- 2.1. To provide their contribution of _____(*NIL*)_____ for ---(*duration in years*)---- years from date of sanction of the project as detailed in Annexure – II. (*provide the cost in place of NIL 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.
- 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(*duration of the project in years*).....
.....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 ...(*Short Name of the organization*).....will be the joint property of --(*Short Name of the organization*)---- and DBT, Government of India. It shall be the responsibility of ...(*Name of the organization*).....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 ...(*Short Name of the organization*)..... 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 the project investigator (s) and -----(*Short Name of the organization*)_____to ensure that support of DBT is suitably acknowledged in the in scientific publication/ patents/ technology transfer documents etc. arising out of the PROJECT. It shall also be the responsibility of the project investigators and institute to ensure the inclusion of reference/ grant number and duration of the financial support while making the acknowledgement of the financial support received from DBT.

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.

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 ...(*Short Name of the organization*)..... 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, ...(*Short Name of the organization*)..... 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 ...(*Short Name of the organization*)..

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.

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:

Signed by -----

(Designation)

For and on behalf of The President of India

Signatures of two witnesses (from DBT):

i.

ii.

Signed and stamped by:

*(Please also mentioned name and designation of
Executive Authority of Institute/ University/
Organization)-----*

For and on behalf of----- *(Please mentioned here
name of Institute/ University/ Organization)-----*

**Name, Signature and stamp of Two Witnesses (from *Institute/ University/
Organization*):**

i.

ii.

Annexure – I of MoA

Detailed Project Activities

Details of the activities to be undertaken by __ *(ORGANIZATION NAME AND ADDRESS)* __ **under the project entitled “** __ *(PROJECT TITLE)* **”**

Objectives:

- 1.
- 2.
- 3.
- 4.
- 5.

Annexure – II of MoA

Details of Funds

_____ (*PI's NAME AND ADDRESS*) _____

Items	<i>I year</i>	<i>II year</i>	<i>III year</i>	Total
Non-recurring (Equipment etc.) Manpower Consumables Travel Contingencies Overhead Others (If applicable)				
Total				

TERMS & CONDITIONS OF THE GRANT

(To be signed and enclosed with MoA)

1. Approval of the Research proposal and the grant released would be for the specific project mentioned in paras I to V of this proposal and grant should be exclusively spent on the project for which it has been sanctioned within the stipulated time. The Institute is not permitted to seek or utilise funds from any other organisation (Government, Semi Government, Autonomous or Private) for this research project. Any unspent part of amount would be surrendered to the Govt. of India through an account payee demand draft drawn in favour of the “Drawing and Disbursing Officer, Department of Biotechnology, New Delhi”, and carry forward of funds of the next financial year for utilization for the same project may be considered only with the specific approval of the Department of Biotechnology (DBT).
2. For permanent/semi-permanent assets acquired solely or mainly out of the grant, an audited record in the form of a register in the prescribed proforma (enclosed at **Appendix-‘A’**) shall be maintained by the Institute. The term “**assets**” means (I) immovable property and (II) movable property of a capital nature, where the value exceeds Rs. 1000/- The grant will not be utilised for construction of any immovable property, Full facilities by way of accommodation, etc. for the project will be given by the Institute.
3. All the assets acquired from the grant will be the property of Govt. of India and should not without the prior sanction of the Deptt. of Biotechnology, be disposed of, or encumbered or utilised for purpose other than those for which the grant has been sanctioned.
4. At the conclusion of the project, the Govt. of India will be free to sell or otherwise dispose of assets which are the property of the Government. The Institute shall render to Govt. necessary facilities for arranging the sale / disposal of these assets. **The Government may, however, consider the request of host institutions to retain the assets created under a project for carrying out similar work for the promotion of science.**
5. The implementing Institute/PI will furnish progress report of work on the project every six months. The progress of the project will also be reviewed/monitored at least once a year by the concerned Task Force/Project Monitoring Committee, etc. In addition the DBT shall designate Scientists/Specialists to visit the Institute periodically for reviewing the progress of work and for suggesting such measures as to ensure early realisation of the objectives of the project. On completion of the project five copies of a consolidated report of the work done on the subject would be submitted to the Department of Biotechnology.
6. The Institute is required to send to DBT a list of assets referred to at Sl. No. 2 above at the end of each financial year as well as at the time of seeking further installments of the grant.
7. The Institute would furnish to the Deptt. of Biotechnology a Utilization Certificate (Copy enclosed at **Appendix - ‘B’**) and an audited statement of expenditure (**Copy enclosed at Appendix - ‘C’**) duly signed by the P.I., the Head of the Institute and the Head of the Finance wing, pertaining to the grant at the end of each financial year as well as a consolidated statement of expenditure at the end of the completion of the project.
8. A stamped receipt be sent to the Deptt. of Biotechnology on receipt of the Cheque/ Demand draft towards each release.
9. The Comptroller and Auditor-General of India at his discretion shall have the right of access to the books and accounts of the Institute for the grant received from the Government.

10. The Institute would maintain separate audited accounts for the project. If it is found expedient to keep a part or whole of the grant in a bank account earning interest, the interest thus earned should be reported to the Deptt. of Biotechnology.
11. Sale proceeds, if any, as a result of the development of the project arising directly from funds granted by the Deptt. of Biotechnology shall be reported to the Govt. of India. The Govt. of India may at its discretion allow a portion of such receipt to be retained by the Institute for its utilisation for the project activities.
12. Investigators/Institutes wishing to publish papers based on the research work done under Deptt. of Biotechnology projects should acknowledge the financial support received from the Deptt. of Biotechnology.
13. Investigators/Institutes may utilize various resources such as the Bioinformatics resources, experimental materials, reagents, cell lines, animals, etc. from the National facilities/Institutes/Centres established by this Department as per the terms of transactions followed by them. More information may be obtained about such facility from DBT websites: <http://www.dbtindia.org/> www.dbtindia.nic.in, www.btisnet.ac.in.
14. Investigators / Institutes shall follow the detailed instructions on technology transfer and Intellectual Property Rights (IPR) as given at Annexure - V. The same has the approval of the Ministry of Finance, Govt. of India vide Deptt. of Expenditure, Plan Finance II – Division Letter No. 33 (5) /PF.II/99 dated 22nd February, 2000. Any deviation from these instructions may be brought to the notice of this Department.
15. Investigators / Institutes may file patents with the help of the Biotechnology Patents Facilitating Cell (BPFC) established at DBT on priority bases. The format for filing the patents may be seen at Annexure –VI.
16. The Govt. of India (Deptt. of Biotechnology) will have the right to call for drawings, specifications and other data necessary to enable the transfer of know-how to other parties and the Institute shall supply all the needed information at the request of the Department of Biotechnology which will ensure confidentiality. The information required for commercializing Biotechnologies may be furnished to this Deptt. as per the format enclosed at Annexure – VII. More information on commercialization can be found at the website www.ebc.nic.in.
17. The Institute may not entrust the implementation of the work for which the grant is being sanctioned to another institution and to divert the grant receipts as assistance to the latter institution. However, in such situations the express permission of DBT may be obtained. In case the grantee is not in a position to execute or complete the project, it may be required to refund forthwith to the Govt. of India (Department of Biotechnology) the entire amount of grant received by it.
18. The human resources that may be engaged for the project by the Institute are not to be treated as employees of the Govt. of India and the deployment of such human resource at the time of completion or termination of project, will not be the concern/responsibility of the Govt. of India. The Organisation may make reservations for Scheduled Castes, Schedule Tribes etc. in the human resource to be engaged for the project in accordance with the instruction issued by the Govt. of India from time to time.
19. The Deptt. of Biotechnology reserves the right to terminate the grant at any stage and also to recover the amounts already paid if it is convinced that the grant has not been properly utilized or the work on the project has been suspended for any unduly long period or appropriate progress is not being made.
20. The project will become operative with effect from the date of release of the first installment for the project.

21. If the Investigator to whom a grant for a project has been sanctioned leaves the institution where the project is being implemented, he shall submit five copies of complete and detailed report of the work done by him on the project and the money spent till the date of his/her release and shall also arrange to refund the unspent balance , if any.
22. The Memorandum Agreement, to be sent to Department of Biotechnology should be on Non- Judicial stamp paper of Rs. 100/-.
23. The organisation should maintain subsidiary accounts of the Govt. of India grant and furnish it to the Audit Officer as and when the recurring and non-recurring expenditure exceeds the limits of Rs. 5.00 lakhs.

Signature of Executive Authority of Institute/ University With seal:

Date :

Signature and seal of Project Coordinator (If applicable)

Date:

Signature and seal of all Principal Investigator(s)/ Co- PI (s):

Date :

Signature and seal of all Co-Investigator (s)

Date :