



उत्तर प्रदेश UTTAR PRADESH

FD 863056

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is made on this 30th **November** day of Two thousand and Twenty 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

1. **Kashi Naresh Government Post Graduate College, Gyanpur, Bhadohi, Uttar Pradesh** a deemed university/institute/College, having its registered office at **Kashi Naresh Government P G College, Gyanpur, Bhadohi, Uttar Pradesh , 221304** hereinafter referred to as **K N GOVT PG COLLEGE** (which expression shall where the context so admits include its successors and permitted assigns) of the OTHER PART;

WHEREAS DBT being desirous of capacity building in the area of Biotechnology teaching decided to support a (DBT Star College Scheme) submitted by **Kashi Naresh Government P G College, Gyanpur, Bhadohi.**

Kalpane
Course Coordinator
(With Seal)
Project Coordinator
DBT - Star College Scheme
K.N. Govt. P.G. College
Gyanpur (Bhadohi)-221304

Om 2
Head of the Institution
(With Seal)
Principal
K. N. Govt. P. G. College
Gyanpur (Bhadohi) 221304

This Memorandum of Agreement (MoA) defines the role and responsibilities of the participating agencies, monitoring and other matters related to the **DBT Star College Scheme** programme.

NOW THE PARTIES HERE TO AGREE AS FOLLOWS:-

1.0 ROLE OF DEPARTMENT OF BIOTECHNOLOGY, NEW DELHI

To provide funds to the extent of Rs. **82,00,000=00 (Rupees eighty two lakh only)** over a period of **three** years from the date of sanction of the project, **(31-08-2020)**, for conducting **DBT Star College** Scheme. Details of the funds to be provided are given in Annexure II.

2.0 ROLE OF Kashi Naresh Government P G College, Gyanpur, Bhadohi, Uttar Pradesh

- 2.1 To provide existing facilities as mentioned in the project document.
- 2.2 To accomplish and fulfill the terms and conditions listed at Annexure I. / To be responsible for accomplishing objectives identified and activities listed as per terms and conditions listed at Annexure I.
- 2.3 To submit an annual audited statement of expenditure incurred under the programme.
- 2.4 To ensure effective utilization of the grant given by DBT for the purpose for which it was granted and to ensure timely completion of course work/ examination.
- 2.5 **Kashi Naresh Government P G College, Gyanpur, Bhadohi, Uttar Pradesh** will take up all the liabilities of the teaching programme including Manpower (if any), after completion of the sanction period specified in the sanction order.

3.0 DURATION OF PROJECT

- 3.1 Duration of project shall be **three years (as per the order)** from the date the Programme has been sanctioned by DBT.

4.0 RIGHTS OF OWNERSHIP/TECHNOLOGY TRANSFER AND UTILIZATION



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- 4.1 All the assets including the equipment and produce acquired will be the property of DBT and shall not be utilized for purposes other than teaching/capacity building at **Kashi Naresh Government P G College, Gyanpur, Bhadohi, Uttar Pradesh**. The rights of DBT under this MoA shall not be transferred to any other party without prior approval in writing of DBT.
- 4.2 It shall be the responsibility of **Kashi Naresh Government P G College, Gyanpur, Bhadohi, Uttar Pradesh** to ensure that support of DBT is suitably acknowledged in the publications (papers, reports, etc.) arising out of the programme.

5.0 MONITORING

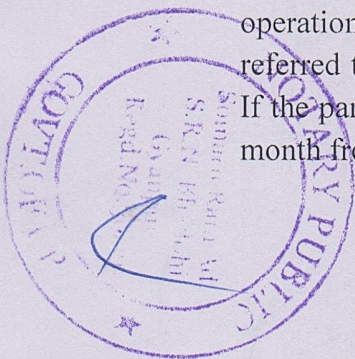
- 5.1 The progress of implementation of the programme and proper utilization of grant shall be reviewed by the DBT and by the Advisory Committee set up by **Kashi Naresh Government P G College, Gyanpur, Bhadohi, Uttar Pradesh**.
- 5.2 The periodic progress of physical achievements and the utilization of funds, statement of expenditure shall be evaluated by the Advisory Committee & DBT-UGC Task Force on HRD.
- 5.3 The Comptroller and Auditor General of India, at his discretion shall have the right of access to the books and accounts of **Kashi Naresh Government P G College, Gyanpur, Bhadohi, Uttar Pradesh** for the grants received from DBT for this programme.
- 5.4 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, **Kashi Naresh Government P G College, Gyanpur, Bhadohi, Uttar Pradesh** shall hand over all documents including technical details and equipment purchased related to the programme.

6.0 DURATION OF MEMORANDUM OF AGREEMENT

This MoA will remain in force for the duration of the programme.

7.0 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



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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.

8.0 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:

1.

2.

Signed by -----

(Designation)

For and on behalf of
The President of India

Witnesses:

1.

2.

Signed by: **Dr. P.N. Dongre**

(PRINCIPAL)

For and on behalf of **Kashi**
Naresh Government P G College,
Gyanpur, Bhadohi, Uttar Pradesh

Principal
K. N. Govt. P. G. College
Gyanpur (Bhadohi) 221304



SOMARURAM
ADVOCATE
30/11/20

Check list for Sending MoA

1. No portion of the MoA has been modified in any way Yes
2. The MoA has been **signed on stamp paper at an appropriate value of Rs. 100/-.** Yes
3. Annexure – I and II have been duly signed and sealed Yes
4. Blank spaces have been filled Yes
5. MoA is **signed and stamped by PI and competent authority** Yes
on every page.
6. A copy of terms and condition **signed and stamped by PI and** Yes
competent authority is attached as annexure
7. A copy of sanction order **signed and stamped by PI and** Yes
competent authority on every page is attached as an
annexure

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Project Coordinator
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