

(MODEL FORMAT FOR MEMORANDUM OF AGREEMENT)

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is made on this [Date of signing the MoA] day of Two thousand and twenty-three BY AND BETWEEN President of India, acting through 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

[Full Institution name], having its registered office in/at [Address of the institution] hereinafter referred to as [institution's acronym] (Which expression shall where the context so admits include its successors and permitted assigns) of the OTHER PART;

WHEREAS DBT being desirous of "[Title of the Project]" decided to support a project submitted by [Institution's acronym] along with "[acronym of institution 1, Institution 2, Institution 3...]" for the attainment of the objectives hereinafter described in the Annexure I and milestones & deliverables described in the Annexure III;

This Memorandum of Agreement (MoA) defines the role and responsibilities of the participating agencies, monitoring and other matters related to the "[Title of the Project]"

NOW THE PARTIES HERETO AGREE AS FOLLOWS: -

1.0. ROLE OF DEPARTMENT OF BIOTECHNOLOGY, NEW DELHI

To provide funds to the extent of [sanctioned amount (in lakhs)] over a period of years from the date of sanction of the project, to [Institution's acronym] for undertaking activities as detailed in Annexure I & Annexure III. Details of the funds to be provided are given in Annexure II.

2.0. ROLE OF [Institution's acronym] (Institute/NGO)

- 2.1. To provide their contribution of [NIL] for 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 recruit all scientific and non-scientific staff as sanctioned by DBT.
- 2.5. To prepare and submit all periodical reports and other documents that would be required by DBT.
- 2.6. To maintain a separate audit head of account for the grants received from DBT for the project.
- 2.7. To submit an annual audited statement of expenditure incurred under the project.
- 2.8. 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.
- 2.9. 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 ___ years from the date the Project has been sanctioned by DBT.

4.0 RIGHTS OF OWNERSHIP/TECHNOLOGY TRANSFER AND UTILIZATION

- 4.1 Every effort should be made by the institutes to disseminate know-how and transfer the IP emanating from public-funded research for the larger public good. All institutes should mandatorily report the details of their scientific outcomes - published articles, patents granted, technologies commercialized to DBT as per the formats provided for both completed and on-going projects. The outcomes are to be reported at the following links - <https://dashboard.dbtindia.gov.in/sbt/publication/> & <https://dashboard.dbtindia.gov.in/sbt/patents/>
- 4.2 The Intellectual property generated from DBT-funded on-going and completed project by [Institution's acronym] will be the owned by the institution [Institution's acronym]. It shall be the responsibility of [Institution's acronym] to take necessary action for protection of the intellectual property arising out of the PROJECT through proper instruments, such as, patents, copyrights, industrial designs, etc. The Intellectual property developed may be transferred by the institutions through review by their scientific advisory committees adhering to DBT IP Guidelines. The equipment acquired will be the property of DBT and shall not be utilized for purposes other than those for which the grant has been sanctioned.

4.3 It shall be the responsibility of [Institution's acronym] to ensure that support of DBT is suitably acknowledged in the publications (papers, reports, etc.), products, technologies and the catalogues arising out of the PROJECT.

5. MONITORING

5.1 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.

5.2 The periodic progress of physical achievements and the utilization of funds, statement of expenditure shall be evaluated by the Monitoring Committee.

5.3 The Comptroller and Auditor General of India, at his discretion shall have the right of access to the books and accounts of [Institution's acronym] for the grants received from DBT for this project.

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, [Institution's acronym] shall hand over all documents including technical details and equipment purchased related to the project.

6.0 DURATION OF MEMORANDUM OF AGREEMENT

6.1 This MoA will remain in force for the duration of the project and until all claims are settled between DBT and [Institution's acronym]

7.0 ARBITRATION

7.1 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.

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:

(To be signed by DBT officials)

Witnesses:

1. Signed by.....
Name and Official Seal

2. for and on behalf of The President
of India

(To be signed by Head of the Organization and Project Investigator)

Witnesses:

1. Signed by.....
Name and Official Seal

2. for and on behalf of (Head of the
Department/Division/Organization)

Project Objectives

Details of the Funds

Quarter Wise Milestone Title(s) and Deliverable Title(s)

TERMS & CONDITIONS OF THE GRANT
(To be signed and enclosed with concern filled proforma)

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 NTR (Non-Tax Receipts) portal i.e. www.bharatkosh.gov.in 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 (physical and intellectual) created or 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 to 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. 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. The details of publications and patents emanating from DBT- funded research may be reported by investigators at the following link : <https://dashboard.dbtindia.gov.in/sbt/publication/> and <https://dashboard.dbtindia.gov.in/sbt/patents/>
12. 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.
13. Investigators/Institutes shall follow the detailed instructions on technology transfer and Intellectual Property Rights (IPR) as mentioned under DBT Intellectual Property Guidelines 2023 (<https://dbtindia.gov.in/dbt-ip-guidelines-2023>)
14. 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.
15. 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.
16. 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.
17. The project will become operative with effect from date of release of the first installment for the project.
18. 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.

19. 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 Project Coordinator
(applicable only for multi-
institutional projects)

Date:

Signature of Executive Authority of Institute/
University With seal

Date:

Signature and stamped of Principal Investigator:

Date:

Signature and stamped of Co-Investigator

Date:

Signature and stamped of Co-
Investigator

Date :