



सत्यमेव जयते

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 Purchased by : PRINCIPAL CACHAR COLLEGE SILCHAR
 Description of Document : Article 5 Agreement or Memorandum of an agreement
 Property Description : NA
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Ms. Shanmukhi

Witness:

Vikta Debbarth

Jyotirito Nath

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Md. Shamuddin

Witness:

Wife Debnath

Jyotsna Nath

Annexure-D

(MODEL FORMAT FOR MEMORANDUM OF AGREEMENT)

MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT** is made on this 15th December 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

Cachar College, Silchar, a provincialized College under Govt. of Assam, having its registered office in/at Trunk Road, Silchar P.O.-Silchar, Dist.- Cachar, Assam hereinafter referred to as Cachar College (Which expression shall where the context so admits include its successors and permitted assigns) of the OTHER PART;

WHEREAS DBT being desirous of "***DBT-NER Institutional Level Biotech Hub at Cachar District, Assam, focused area "Promoting Research and Training in Modern Biology & Empowering Students, Teachers & Educated Unemployed youth & Farmers through skill enhancement"***" decided to support a project submitted by Cachar College for the attainment of the objectives here in after 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 "***DBT-NER Institutional Level Biotech Hub at Cachar District, Assam,***"

M. S. Shamsuddin

Witness:

W. S. S. S. S.

Joban 16/11

focused area "Promoting Research and Training in Modern Biology & Empowering Students, Teachers & Educated Unemployed youth & Farmers through skill enhancement)"

NOW THE PARTIES HERE TO AGREE AS FOLLOWS :-

1.0. ROLE OF DEPARTMENT OF BIOTECHNOLOGY, NEW DELHI

To provide funds to the extent of 31.55147 Lakhs (in lakhs) over a period of Three years from the date of sanction of the project, to Cachar College 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 CACHAR COLLEGE (Institute/NGO)

- 2.1. To provide their contribution of [NIL] 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 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.

MD Shamsuddin
Witness:
Wita Debnata
Joyobato 16/12

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 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 Cachar College will be owned by the institution Cachar College. It shall be the responsibility of Cachar College 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 Cachar College 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.

M. Shamsuddin

Witness:

W. S. S. S.

J. S. S. S.

5.3 The Comptroller and Auditor General of India, at his discretion shall have the right of access to the books and accounts of Cachar College 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, Cachar College 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 Cachar College.

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 thereunder 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.

Nitu Debnath 15/12/2023
(DR NITU DEBNATH)
PRINCIPAL INVESTIGATOR
DBT-INSTITUTIONAL BIOTECH HUB
CACHAR COLLEGE, SILCHAR.

Signed by *MD Shamsuddin*
Name and Official Seal

Principal-in-charge
Cachar College, Silchar-1

2.

Joybrato Nath 15/12/2023
(DR JOYBRATO NATH)
CO-PRINCIPAL INVESTIGATOR
DBT-INSTITUTIONAL BIOTECH HUB
CACHAR COLLEGE, SILCHAR.

For and on behalf of
(Head of the Department/
Division/Organisation)

MD Shamsuddin

Witness

Wita Zubair

Joydip Nath

Annexure-I

Project Objectives

Proposals of IBT hub Phase-II:

- 1. Hands-on Training and Workshops on Bioinformatics like CADD, Molecular Phylogeny & Modelling, Omics and Drug Discovery, Post PCR Analysis, Molecular detection of Pathogens, Estrogenic and Endocrine Disrupting effects of Phytochemicals, Microscopic & Microbiological Techniques etc.**
- 2. Training, Awareness and Entrepreneurship development for Students and local farmers on Mushroom Cultivation, Biofloc, Pen and Cage Culture, Induced Breeding, Air-breathing & Ornamental Fish Culture, Integrated Fish Farming etc.**
- 3. Faculty Improvement Programme (FIP) on Applications of Bioinformatics, Genomics, Proteomics and Disease Management, Scopes in Interdisciplinary Research, Publication Ethics, Advances in Molecular Biology & Biotechnology, IPR etc.**
- 4. UG Student-oriented small Research Projects planned based on feasibility & expertise of Coordinator, Co-coordinator & other faculty to utilize the Biotech Hub facility optimally.**

M. S. Shamsuddin
 Witness:
 W. K. Subrah
 Joyabadi R. K.

Annexure-II

Details of the Funds

The total cost of the Project is Rs. 3155147/- (Rupees Thirty One Lakhs Fifty Five Thousand One Hundred and Forty Seven Only) as per details below:

| Sl. No. | Item | Year I | Year II | Year III | Total |
|---------|-----------------------------|-------------------|------------------|------------------|-------------------|
| 1 | GIA-Capital (Non-Recurring) | 199947.00 | | | 199947.00 |
| 2 | GIA-General (Recurring) | 450000.00 | 400000.00 | 400000.00 | 1250000.00 |
| 3 | GIA-General (Manpower) | 518400.00 | 518400.00 | 518400.00 | 1555200.00 |
| 4 | GIA-General (Overhead) | 50000.00 | 50000.00 | 50000.00 | 150000.00 |
| | | 1218347.00 | 968400.00 | 968400.00 | 3155147.00 |

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

Annexure - III

M. S. Thamsudhin

*Wishes:
With Debrah
T. J. 16/11/20*

| Name of the Activity to be accomplished | First Year | | | | Second Year | | | | Third Year | | | |
|------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------|-------|---------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------|-------|
| | Qtr 1 | Qtr 2 | Qtr 3 | Qtr 4 | Qtr 1 | Qtr 2 | Qtr 3 | Qtr 4 | Qtr 1 | Qtr 2 | Qtr 3 | Qtr 4 |
| 1. Training/ Workshop | Planning for various programmes including, Manpower Recruitment, Purchase of Chemicals and Consumables, Equipments and accessories, etc. | | | | Hands-on training on Principles and Applications of Basic Molecular Techniques in Biological Research/ IBThub, Cachar College/ On-site | | | | Workshop on Understanding Biological Databases, Bioinformatics Tools & Applications of in Biological Sciences/ Virtual | | | |
| 2. Outreach activities | Training Programme on Modern Fish Culture Techniques and Strategies including Biofloc, Pen & Cage Culture | | | | Awareness Programme on Applications of Biotechnology in Human Welfare | | | | Workshop on Principles and Methods of Testing Estrogenicity & Endocrine Disruptive Effects of Phytochemicals & Xeno-chemicals/ Cachar College/ | | | |
| 3. Training Programme for Faculty Improvement | Workshop on Current Understanding of Functional Genomics, Proteomics and Metabolomics towards Drug Discovery & Disease Management/ IBThub, Cachar College/ Virtual | | | | Training & Awareness Programme on Mushroom Cultivation as a means of Self-employment | | | | Hands-on Training on Isolation and Identification of Entomopathogenic Nematode (EPN) & associated bacteria (EPBY) IBThub, Cachar College/ On-site | | | |
| 4. Students-oriented Small Projects | In order to utilize the Biotech Hub facility optimally, and to inculcate the basic principles of Biological Research in the minds of UG students, many Student-oriented small Research Projects have been proposed in the following areas based on feasibility and in which the Principal Investigator/Coordinator, Co-coordinator/Co-Investigator and Technical Assistant/ Laboratory Assistant have expertise. These also include the topics of Project Works prescribed in the TDC CBCS Curriculum under Assam University Silchar. These small projects will be implemented during the tenure of the Project as per availability of the undergraduate students. | | | | Principles & Applications of Basic Equipments, Tools and Techniques in Biological Research | | | | Workshop on Research & Applications of Biotechnology towards Human Welfare/ Cachar College/ Virtual | | | |
| | Workshop on Understanding Biological Databases, Bioinformatics Tools & their Applications of in Biological Research/ IBThub, Cachar College/ Virtual | | | | Workshop on Advanced Molecular Techniques in Diagnosis and Treatment of Microbial and Parasitic Diseases | | | | Preparation of Final Report of the Project & Submission of the same | | | |
| | Hands-on Training on Principles and Applications of Microscopic and Microbiological Techniques/ IBThub, Cachar College/ On-site | | | | Workshop on Advanced Molecular Techniques in Diagnosis and Treatment of Microbial and Parasitic Diseases | | | | | | | |
| | Workshop on Research Methodology, Publication Strategies & Ethics/ IBThub, Cachar College/ Virtual | | | | Awareness Campaign in Progress of Integrated Fish Farming & Induced Breeding Technique and Air-breathing Fish Culture in Cachar District, Assam | | | | | | | |
| | Workshop on Intellectual Property Right (IPR) Processes & Significance/ IBThub, Cachar College/ Virtual | | | | Training & Awareness Schemes of Entrepreneurship Development on Ornamental Fish Keeping & Vertical Govt. Schemes and Guidelines on Sustainable Fishery Management | | | | | | | |