



गोवा GOA

240829

Date 09/12/10 9580 100f
Name of purchaser Shivaraj Bhoite
Resident of Dona-Tarale
Place of purchase

Sign. of purchaser

LIT/NO. 100/P/VLN 99/2000

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is made on this *Third* *November* day of Two thousand and *ten* BY AND BETWEEN President of India, acting through , 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;

As instructed by Prof. P.V. Desai
Offg. Registrar a copy is retained
in our office.

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AND

Goa University, a society under the Societies Registration Act - 1860, having its registered office in/at *Taleigao Plateau, Goa university, Goa*, hereinafter referred to as *Goa University* (which expression shall where the context so admits include its successors and permitted assigns) of the OTHER PART;

WHEREAS DBT being desirous of *Aquaculture and marine Biotechnology* decided to support a project submitted by *Dr. R Roy* 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 *Lipidomics of some fishes: Control of inflammatory diseases*.

NOW THE PARTIES HERETO AGREE AS FOLLOWS:-

- 1.0 ROLE OF DEPARTMENT OF BIOTECHNOLOGY, NEW DELHI
To provide funds to the extent of *Rs. 28.93lakh* over a period of 3 years from the date of sanction of the project, to *Dr R Roy* for undertaking activities as detailed in Annexure 1. Details of the funds to be provided are given in Annexure II.
- 2.0. ROLE OF *Goa university* (Institute/NGO)
 - 2.1. To provide their contribution of 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 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. The payment / salary / any other amount payable to the staff as sanctioned by DBT will be made out of the amount of Rs. 28.93 lakhs to be provided by DBT. Goa University shall not incur expenditure towards the same and it shall not be the responsibility or liability of the Goa University to pay any salary or any other amount to the said staff.
- 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. Goa University will take up all the liabilities of the project including Manpower, after completion of the project period. However, the liabilities to pay salaries or make any other payment / remuneration whatsoever to the manpower required for the project shall be made from the amount of Rs. 28.93 lakhs referred to herein above and it shall not be the responsibility or liability of the Goa university to make any payment whatsoever for the manpower or in respect of the project.

3.0 **DURATION OF PROJECT**

3.1 Duration of project shall be 3 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 *Dr R Roy* will be the joint property of *Dr R Roy*, DBT, Government of India and *Goa University*.

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 and/or Goa University.

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 *Goa University*, under this MoA shall not be transferred to any other party without prior approval in writing of 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 *Goa University* 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, *Goa University* shall hand over all documents including technical details and equipment purchased related to the project. The *Goa University* shall be however entitled to maintain duplicate plus Xerox copies including the technological detail with regard to the project or development made concerning the project till the date of termination.

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 *Goa University*

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 thereunder shall be final and

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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. The Arbitrator nominated if any shall hold the proceedings of arbitration at Panaji, Goa and shall be subject to the jurisdiction of court in Panaji.

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:

Witnesses:

Signed by -----

1.

(Designation)

2.

For and on behalf of

The President of India

Witnesses:

Signed by Prof. Dr. P. V Desai

1.

(Designation)

Registrar,

~~Signature~~
Dr. R. Roy
Principal Investigator

For and on behalf of
Goa University

behalf of
REGISTRAR
GOA UNIVERSITY
TALEIGAO GOA
403208.

2.

ANNEXURE I

Approved project Objectives:

1. Extraction/ Isolation of lipids from fishes and lipid profiling.
2. Development of in vivo and in vitro mouse experimental models of liver disease.
3. Lipid profile of in vivo and in vitro experimental models during liver disease.
4. Characterization of beneficial lipids from above study.

ANNEXURE II

Sr. No.	Heads	1 st Year	2 nd Year	3 rd Year	Total
A	Non Recurring				
1.	Grants: Equipments	15.0 lakh	----	----	15.00lakh
B.	Recurring				
1.	Grants:	1.65 lakh	1.65 lakh	1.93 lakh	5.23 lakh
2.	Manpower	2.00 lakh	2.00 lakh	2.00 lakh	6.00 lakh
3.	Consumables	0.30 lakh	0.30lakh	0.30 lakh	0.90 lakh
4.	Contingencies	0.30lakh	0.30lakh	0.30 lakh	0.90 lakh
5.	Travel Overhead	0.30lakh	0.30lakh	0.30 lakh	0.90 lakh
	Total	19.55 lakh	4.55 lakh	4.83 lakh	28.93 lakh

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