

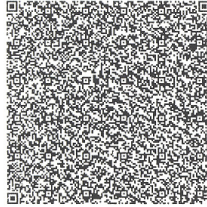


सत्यमेव जयते

INDIA NON JUDICIAL  
Government of Karnataka

## e-Stamp

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 Purchased by : U A S BANGALORE  
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 Description : AGREEMENT  
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## MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is made on this 29<sup>th</sup> day of November Two thousand twelve BY AND BETWEEN President of India, acting through Dr.V. P. Gupta, Adviser, 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:

*[Signature]*  
REGISTRAR  
University of Agricultural Sciences  
GKVK, Bangalore-560 065.

*[Signature]*  
12/12

## Statutory Alert:

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AND

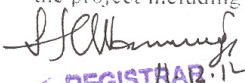
University of Agricultural Sciences, Bangalore – 560 065 established through an Act of Government of Karnataka (UAS Act No. 22 of 1963), having its registered office in/at Bangalore, hereinafter referred to as University of Agricultural Sciences, Bangalore (Which expression shall where the context so admits include its successors and permitted assigns) of the OTHER PART;

WHEREAS DBT being desirous of “**Nutraceutical Foods and Modified Life Style based Interventions for the Management of Diabetes and Hypertension among Women**” decided to support a project submitted by Dr. Sunanda Sharan, Professor of Food Science and Nutrition, UAS Bangalore-65 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) “**Nutraceutical Foods and Modified Life Style based Interventions for the Management of Diabetes and Hypertension among Women**”.

**NOW THE PARTIES HERETO AGREE AS FOLLOWS :-**

- 1.0 **ROLE OF DEPARTMENT OF BIOTECHNOLOGY, NEW DELHI**  
To provide funds to the extent of Rs. **23,70,000/- (Twenty three lakhs seventy thousand only)** over a period of 3 (three) years from the date of sanction of the project, to Dr. Sunanda Sharan, Professor of Food Science and Nutrition, UAS, Bangalore for undertaking activities as detailed in Annexure-I. Details of the funds to be provided are given in Annexure-II.
- 2.0 **ROLE OF UAS**
  - 2.1 To provide their contribution of nil for 3 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 and 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 the project work.
- 2.10 University of Agricultural Sciences Bangalore will take up all the liabilities of the project including Manpower, after completion of the project period.

  
**REGISTRAR**  
University of Agricultural Sciences  
GKVK, Bangalore-560 065.

**3.0 DURATION OF PROJECT**

3.1 Duration of the project shall be 3 years from the date of 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 University of Agricultural Sciences Bangalore will be the joint property of University of Agricultural Sciences Bangalore and DBT, Government of India.

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 assets 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 University of Agricultural Sciences Bangalore for the grants received from DBT for this project.

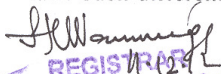
6.4 The DBT may terminate the grant at any stage if it is convinced that the grant has not been properly utilized or appropriate progress has not been made. In the event, DBT terminates the grant, University of Agricultural Sciences Bangalore shall hand over all documents including technical details 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 University of Agricultural Sciences Bangalore.

**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 and 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 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

  
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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 :


**Witnesses :**

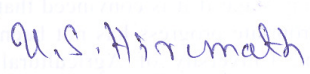
- 1.
- 2.


**Signed by**


(Designated) For and on behalf of  
The President of India

**Witnesses :**

1.   
**Dr. SUNANDA SHARAN**  
Professor  
Dept. of Food Science & Nutrition  
Agricultural College,  
UAS, GKVK, Bangalore-560 065.

2.   
**A.S. Anumath**  
Professor  
Dept. of Food Science & Nutrition  
Agricultural College,  
UAS, GKVK, Bangalore-560 065.

signed by   
For and on behalf of University of  
**GKVK, Bangalore-560 065.**  
Agricultural Sciences, Bangalore 560065

  
REGISTRAR  
University of Agricultural Sciences  
GKVK, Bangalore-560 065