



शिवाजी कॉलेज
(दिल्ली विश्वविद्यालय)
Shivaji College



(University of Delhi)
NAAC ACCREDITED "A" GRADE COLLEGE

संदर्भ सं० / Ref. No. SH/Adm./2878/19

दिनांक/Dated 19/08/19

Dr. Garima Gupta,
6th – 8th floor,
Block 2 CGO Complex,
Lodhi Road New Delhi - 110003

Subject: Submission of Memorandum of Agreement (MOA) signed between DBT and Shivaji College, University of Delhi

Dear Ma'am,

This is with reference to the Memorandum of Agreement (MOA) made on 29.05.2019 between Department of Biotechnology, Ministry of Science and Technology, Government of India, New Delhi and Shivaji College, University of Delhi for strengthening of life Science and Biotechnology, Education and Training at Undergraduate level under star College Scheme.

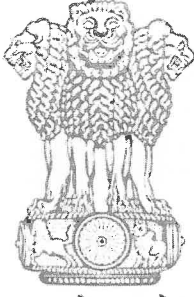
In this context the undersigned would like to submit the Memorandum of Agreement (MOA) in the prescribed format. A copy of the same has already been sent through email.

This is submitted for your information and kind consideration with our apologies for the delay.

Thanking You,

Yours Sincerely


Dr. Shashi Nijhawan
Principal



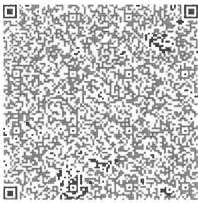
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL96927314283911R
Certificate Issued Date : 01-Jun-2019 01:16 PM
Account Reference : IMPACC (IV)/ dl829403/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL82940399499773642367R
Purchased by : SHIVAJI COLLEGE
Description of Document : Article Others
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : SECURETARY DEPARTMENT OF BIOTECHNOLOGY
Second Party : SHIVAJI COLLEGE
Stamp Duty Paid By : SECURETARY DEPARTMENT OF BIOTECHNOLOGY
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



-----Please write or type below this line-----

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Check list for Sending MoA

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



(PI's Signature)

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is made on this 29.05.2019 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

1. Shivaji College, University of Delhi a deemed college, having its registered office at Ring Road, Raja Garden, New Delhi -110027 hereinafter referred to as Shivaji 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 programme for Strengthening of Life Science and Biotechnology, Education and Training at Under graduate Level under star college scheme submitted by Shivaji College

This Memorandum of Agreement (MoA) defines the role and responsibilities of the participating agencies, monitoring and other matters related to the programme for Strengthening of Life Science and Biotechnology, Education and Training at Under graduate Level under star college scheme teaching programme.

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NOW THE PARTIES HERETO AGREE AS FOLLOWS:-

1.0 ROLE OF DEPARTMENT OF BIOTECHNOLOGY, NEW DELHI

To provide funds to the extent of Rs. 82,00,000 and 82 Lakh over a period of **three** years from the date of sanction of the project, i.e. 08.05.2019, for conducting programme for Strengthening of Life Science and Biotechnology, Education and Training at Under graduate Level under star college scheme teaching programme.

Details of the funds to be provided are given in Annexure I.

2.0. ROLE OF Shivaji College, University of Delhi

- 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 II.
- 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. **Shivaji College** 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.

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4.0 RIGHTS OF OWNERSHIP/TECHNOLOGY TRANSFER AND UTILIZATION

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 **Shivaji College**. 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 **Shivaji College** to ensure that support of DBT is suitably acknowledged in the publications (papers, reports, etc.) arising out of the programme.

5. 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 **Shivaji College**.

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 **Shivaji College** 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, **Shivaji College** shall hand over all documents including technical details and equipment purchased related to the programme.

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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 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 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.

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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 -----

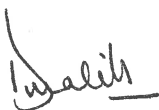
(Designation)

For and on behalf of


The President of India

Witnesses:

1. Dr. Darshan Malik
Associate Professor & Coordinator
(Strengthening of Life Science and Biotechnology,
Education and Training at Under Graduate Level
Under Star College Scheme)



2. Mr. Hemant Lamba
Administrative Officer, Shivaji College



Signed by :Dr. Shashi Nijhawan
Principal
For and on behalf of
Shivaji College, University of Delhi
Principal
Shivaji College
(University of Delhi)
New Delhi-110027

