



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

Z 144412

**MEMORANDUM OF AGREEMENT**

**THIS MEMORANDUM OF AGREEMENT** is made on this the  
day of \_\_\_\_\_, 2018 (Two Thousand Eighteen) 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 successors-in-office and assigns) of the  
**ONE PART**;

*Sushila Saha, Secretary, Ministry of Science and Technology (DBT), Government of India, New Delhi*  
Principal  
Lady Brabourne College  
Kolkata

*S. Saha*  
13.3.18  
Principal  
Lady Brabourne College  
Kolkata

**AND**

**LADY BRABOURNE COLLEGE** a deemed university/institute/College, having its registered office at P1/2, Shurawardy Avenue, Kolkata-700017, hereinafter referred to as the '**LADY BRABOURNE 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 DBT Star College Programme submitted by Lady Brabourne College;

This Memorandum of Agreement (MoA) defines the role and responsibilities of the participating agencies, monitoring and other matters related to the DBT Star College Programme teaching programme.

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

**1.0 ROLE OF DEPARTMENT OF BIOTECHNOLOGY, NEW DELHI**

To provide funds to the extent of Rs. 1,04,00,000/- (Rupees one hundred and four lakhs) only over a period of three years from the date of sanction of the project for conducting DBT Star College Programme teaching programme. Details of the funds to be provided are given in Annexure I.

*Sucheta Sinha, Secretary, DBT Star College Scheme, Lady Brabourne College, Kolkata-700017, West Bengal*  
*S. Sankar, Principal, 13.3.18, Lady Brabourne College, Kolkata*

2.0 **ROLE OF LADY BRABOURNE COLLEGE.**

- 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 Lady Brabourne 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.

*Sushila Saha, Sanyukta Mondal (Pam)*  
Programme Co-ordinators  
DBT State College Scheme  
Lady Brabourne College  
Kolkata-700017, West Bengal

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.

*S. S. ankan*  
Principal 13.3.18  
Lady Brabourne College  
Kolkata

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

5.0 **MONITORING**

- 5.1 The progress of implementation of the programme and proper utilization of grant shall be reviewed by the DBT and by the Advisor Committee setup by Lady Brabourne College.

- 5.2 The periodic progress of physical achievements and the utilization of funds, statement of expenditure shall be evaluated by the Advisor 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 Lady Brabourne College for the grant received from DBT for his 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

*Suchita Saha - Sanjivita Mondal (Pan)*  
Programme Co-ordinators  
DBT Star College Scheme  
Lady Brabourne College  
Kolkata-700017, West Bengal

*S. Sankar*  
Principal 13.3.18  
Lady Brabourne College  
Kolkata

appropriate progress has not been made. In the event, DBT terminates the grant, Lady Brabourne College shall hand over all documents including technical details and equipment purchased related to the programme.

**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.

*Suchibarna Sanyal*  
Programme Co-ordinators  
DBT Star College Scheme  
Lady Brabourne College  
Kolkata-700017, West Bengal

*S. S. ankan*  
13.3.18  
Principal  
Lady Brabourne College  
Kolkata

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)

Signed by .....

.....

(Designation)

For and on behalf of

The President of India

2)

**WITNESSES :**

1) Anshu Chandhuri Datta  
13.3.18

Signed by *Sd arkan* 13.3.18  
.....

(Designation)

For and on behalf of

Lady Brabourne College

Principal

Lady Brabourne College  
Kolkata

2) *P. Ghose*  
13.3.18

*Suchita Sinha, Sanjukta Mondal (Pam)*

Programme Co-ordinators  
DBT Star College Scheme  
Lady Brabourne College  
Kolkata-700017, West Bengal