

महाराष्ट्र MAHARASHTRA
अ. नं. ३०७७७७
२८ JUL २०१६
श्री. को. अ. औरंगाबाद

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अ.क. १८१७८ दिनांक २९ JUL २०१६
हस्ते डॉ. वायक वी.बी.
कामगारिका

किमत १००
श्री. वाय. वी. राठोड
मुद्रांक परवाना क्रमांक
३१०१०४८
औरंगाबाद
१२९ JUL २०१६

NU 341895

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is made on this 29th day of July, Two thousand and sixteen BY AND BETWEEN President of India, acting through Director, 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

Registrar, Dr. Babasaheb Ambedkar Marathwada University, Aurangabad under the Maharashtra University Registration Act-1964, having its registered office in/at Aurangabad, hereinafter referred to as University (which expression shall where the context so admits include its successors and permitted assigns) of the OTHER PART;



WHEREAS DBT being desirous of Project proposal Under **Biotechnology Programmes for Rural Areas** decided to support a project submitted by **Dr. Waykar Bhalchandra Baburao** 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 "**Sustainable Rural Development through Beekeeping** (Title of project).

NOW THE PARTIES HERETO AGREE AS FOLLOWS:-


1.0 . ROLE OF DEPARTMENT OF BIOTECHNOLOGY, NEW DELHI

To provide funds to the extent of **Rs-3485290.00** over a period of **three years** from the date of sanction of the project, to **Dr. Waykar B.B.** for undertaking activities as detailed in Annexure 1. Details of the funds to be provided are given in Annexure II.

ROLE OF DR.BABASAHEB AMBEDKAR MARATHWAD UNIVERSITY, AURANGABAD (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 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.
- 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. **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.**

3.0 DURATION OF PROJECT


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Principal Investigator
DBT, Major Project
Dr. B.A. Marathwada
University, Aurangabad-431004



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 The know-how generated from the project by **University** will be the joint property of **Dr.Babasaheb Ambedkar Marathwada University,Aurangabad** and DBT, Government of India. It shall be the responsibility of **University** to take necessary action for protection of the intellectual property arising out of the PROJECT through proper instruments, such as, patents, copy rights, etc.

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 **DBT** under this MoA shall not be transferred to any other party without prior approval in writing of DBT.

4.4 It shall be the responsibility of **University** to ensure that support of DBT is suitably acknowledged in the publications (papers, reports, etc.) arising out of the PROJECT.

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** 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




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the event, DBT terminates the grant, **University** 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 **Dr.Dr.Babasaheb Ambedkar Marathwada University, Aurangabad**

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 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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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.

Witnesses:

1.

2.

Signed by -----

(Designation)

For and on behalf of The President of India

Signed by -----

Registrar
Dr. Babasaheb Ambedkar
Marathwada University,
Aurangabad

For and on behalf of
Dr. Babasaheb Ambedkar Marathwada
University, Aurangabad

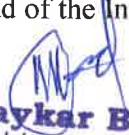
ATTESTED
S.P. DEORA
Notary Govt. of Maharashtra
Aurangabad
NOTARY
GOVT OF MAHARASHTRA
AURANGABAD DIST.



TERMS & CONDITIONS OF THE GRANT


(To be signed and enclosed with concern filled proforma)

1. Approval of the Research proposal and the grant released would be for the specific project mentioned in paras I to V of this proposal and grant should be exclusively spent on the project for which it has been sanctioned within the stipulated time. The Institute is not permitted to seek or utilize funds from any other organization (Government, Semi Government, Autonomous or Private) for this research project. Any unspent part of amount would be surrendered to the Govt. of India through an account payee demand draft drawn in favour of the "Drawing and Disbursing Officer, Department of Biotechnology, New Delhi", and carry forward of funds of the next financial year for utilization for the same project may be considered only with the specific approval of the Department of Biotechnology (DBT).
2. For permanent/semi-permanent assets acquired solely or mainly out of the grant, an audited record in the form of a register in the prescribed proforma (enclosed at **Appendix-'A'**) shall be maintained by the Institute. The term "assets" means (I) immovable property and (II) movable property of a capital nature, where the value exceeds Rs. 1000/- The grant will not be utilized for construction of any immovable property, Full facilities by way of accommodation, etc. for the project will be given by the Institute.
3. All the assets acquired from the grant will be the property of Govt. of India and should not without the prior sanction of the Deptt. of Biotechnology, be disposed of, or encumbered or utilised for purpose other than those for which the grant has been sanctioned.
4. At the conclusion of the project, the Govt. of India will be free to sell or otherwise dispose of assets which are the property of the Government. The Institute shall render to Govt. necessary facilities for arranging the sale / disposal of these assets. **The Government may, however, consider the request of host institutions to retain the assets created under a project for carrying out similar work for the promotion of science.**
5. The implementing Institute/PI will furnish progress report of work on the project every six months. The progress of the project will also be reviewed/monitored at least once a year by the concerned Task Force/Project Monitoring Committee, etc. In addition the DBT shall designate Scientists/Specialists to visit the Institute periodically for reviewing the progress of work and for suggesting such measures as to ensure early realisation of the objectives of the project. On completion of the project five copies of a consolidated report of the work done on the subject would be submitted to the Department of Biotechnology.
6. The Institute is required to send to DBT a list of assets referred to at Sl. No. 2 above at the end of each financial year as well as at the time of seeking further installments of the grant.
7. The Institute would furnish to the Deptt. of Biotechnology a Utilization Certificate (Copy enclosed at **Appendix -'B'**) and an audited statement of expenditure (Copy enclosed at **Appendix - 'C'**) duly signed by the P.I., the Head of the Institute and the Head of the Finance wing, pertaining to the grant



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at the end of each financial year as well as a consolidated statement of expenditure at the end of the completion of the project.

8. A stamped receipt be sent to the Deptt. of Biotechnology on receipt of the Cheque/ Demand draft towards each release.
9. The Comptroller and Auditor-General of India at his discretion shall have the right of access to the books and accounts of the Institute for the grant received from the Government.
10. The Institute would maintain separate audited accounts for the project. If it is found expedient to keep a part or whole of the grant in a bank account earning interest, the interest thus earned should be reported to the Deptt. of Biotechnology.
11. Sale proceeds, if any, as a result of the development of the project arising directly from funds granted by the Deptt. of Biotechnology shall be reported to the Govt. of India. The Govt. of India may at its discretion allow a portion of such receipt to be retained by the Institute for its utilisation for the project activities.
12. Investigators/Institutes wishing to publish papers based on the research work done under Deptt. of Biotechnology projects should acknowledge the financial support received from the Deptt. of Biotechnology.
13. Investigators/Institutes may utilize various resources such as the Bioinformatics resources, experimental materials, reagents, cell lines, animals, etc. from the National facilities/Institutes/Centres established by this Department as per the terms of transactions followed by them. More information may be obtained about such facility from DBT websites: <http://www.dbtindia.org//> www.dbtindia.nic.in, www.btisnet.ac.in.
14. Investigators / Institutes shall follow the detailed instructions on technology transfer and Intellectual Property Rights (IPR) as given at Annexure - V. The same has the approval of the Ministry of Finance, Govt. of India vide Deptt. of Expenditure, Plan Finance II – Division Letter No. 33 (5) /PF.II/99 dated 22nd February, 2000. Any deviation from these instructions may be brought to the notice of this Department.
15. Investigators / Institutes may file patents with the help of the Biotechnology Patents Facilitating Cell (BPFC) established at DBT on priority bases. The format for filing the patents may be seen at Annexure –VI.
16. The Govt. of India (Deptt. of Biotechnology) will have the right to call for drawings, specifications and other data necessary to enable the transfer of know-how to other parties and the Institute shall supply all the needed information at the request of the Department of Biotechnology which will ensure confidentiality. The information required for commercializing Biotechnologies may be furnished to this Deptt. as per the format enclosed at Annexure – VII. More information on commercialization can be found at the website www.etc.nic.in.


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17. The Institute may not entrust the implementation of the work for which the grant is being sanctioned to another institution and to divert the grant receipts as assistance to the latter institution. However, in such situations the express permission of DBT may be obtained. In case the grantee is not in a position to execute or complete the project, it may be required to refund forthwith to the Govt. of India (Department of Biotechnology) the entire amount of grant received by it.
18. The human resources that may be engaged for the project by the Institute are not to be treated as employees of the Govt. of India and the deployment of such human resource at the time of completion or termination of project will not be the concern/responsibility of the Govt. of India. The Organisation may make reservations for Scheduled Castes, Schedule Tribes etc. in the human resource to be engaged for the project in accordance with the instruction issued by the Govt. of India from time to time.
19. The Deptt. of Biotechnology reserves the right to terminate the grant at any stage and also to recover the amounts already paid if it is convinced that the grant has not been properly utilized or the work on the project has been suspended for any unduly long period or appropriate progress is not being made.
20. The project will become operative with effect from the date of release of the first installment for the project.
21. If the Investigator to whom a grant for a project has been sanctioned leaves the institution where the project is being implemented, he shall submit five copies of complete and detailed report of the work done by him on the project and the money spent till the date of his/her release and shall also arrange to refund the unspent balance, if any.
22. The organization should maintain subsidiary accounts of the Govt. of India grant and furnish it to the Audit Officer as and when the recurring and non-recurring expenditure exceeds the limits of Rs. 5.00 lakhs.


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Dr. B.A. Marathwada
University, Aurangabad-431004

Signature of Project Coordinator
(applicable only for multi-institutional projects)

Date : 29/7/16

Signature of Executive Authority of Institute/ University With seal

Date : 29/7/16



Registrar
Dr. Babasaheb Ambedkar
Marathwada University,
Aurangabad

Signature and stamped of Principal Investigator:

Date: 29/7/16



Dr. Waykar B.B.
Principal Investigator
DBT, Major Project
Dr. B.A. Marathwada
University, Aurangabad-431004

Signature and stamped of Co-Investigator


Date : 29/7/16



Dr. S.P. Zambare
Professor, Department of Zoology
Dr. Babasaheb Ambedkar Marathwada
University, Aurangabad - 431 004.

Details of the project Activities

1. To create awareness on honey bee activity for sustainable rural development.
2. To train 300 local farming communities on scientific management of bee keeping, provide training on extraction of various value added products of honey.
3. To mobilize and sensitize the beekeepers associations and SHG,s through distribution of 300 bee hives with set of toolkits to the beneficiaries




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Dr. B.A. Marathwada
University, Aurangabad-431004

Annexure-II

Details of the funds

Budget Head	Amount Approved			
	Year-I	Year-II	Year-III	Total (Rs)
Equipments	1537290.00			
Manpower	276000.00	276000.00	276000.00	828000.00
Overhead	50000.00	50000.00	50000.00	150000.00
Consumables	70000.00	50000.00	50000.00	170000.00
Contingency	100000.00	100000.00	100000.00	300000.00
Travel	100000.00	50000.00	50000.00	200000.00
Training and Demonstration	100000.00	100000.00	100000.00	300000.00
Total Rs-	2233290.00	626000.00	626000.00	3485290.00


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Dr. B.A. Marathwada
University, Aurangabad-431004

Check list for Sending MoA

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



(PI's Signature)

Dr. Waykar B.B.
Principal Investigator
DBT, Major Project
Dr. B.A. Marathwada
University, Aurangabad-431004

No. BT/PR11698/SPD/24/733/2014
GOVERNMENT OF INDIA
MINISTRY OF SCIENCE & TECHNOLOGY
DEPARTMENT OF BIOTECHNOLOGY

Block 2, 6-8th Floors
CGO Complex, Lodhi Road,
New Delhi- 110 003
Dated: / /

ORDER

Sanction of the President is hereby accorded, under Rule 18 of the Delegation of Financial Powers Rules, 1978, for the implementation of the project entitled: "**SUSTAINABLE RURAL DEVELOPMENT THROUGH BEEKEEPING**" for a period of 3 Year 0 Month at a total cost of Rs. **3485290** (Rupees Thirty Four Lakhs Eighty Five Thousand Two Hundred and Ninety Only) on the terms and conditions detailed here under:-

2 The Project :

2.1 Title : "SUSTAINABLE RURAL DEVELOPMENT THROUGH BEEKEEPING"

2.2 Details of the Investigators:

**Prof. Bhalchandra Baburao
Waykar**

Professor
Zoology
DR. Babasaheb Ambedkar
Marathwada University

CO-PI:

Prof. Sureshchandra Popat Zambare

Professor
Zoology
DR. Babasaheb Ambedkar Marathwada
University
Dept. of Zoology, Dr. B. A. Marathwada
University, Aurangabad, Aurangabad - 431004,
Maharashtra

2.3 Objectives:

1. To create awareness on honey bee activity for sustainable rural development.
2. To train 300 local farming communities on scientific management of bee keeping, provide training on extraction of various value added products of honey.
3. To mobilize and sensitize the beekeepers associations and SHG,s through distribution of 300 bee hives with set of toolkits to the beneficiaries.

2.4 Time Schedule:

The duration of the project is 3 Year 0 Month from the date of this sanction order.

2.5 Project Cost:

The total cost of the project is Rs. **3485290/-** (Rupees Thirty Four Lakhs Eighty Five Thousand Two Hundred and Ninety Only) as per details given below :

Budget Head	Year I	Year II	Year III	Total(Rs.)
Equipment	1537290.00			1537290.00
Manpower	276000.00	276000.00	276000.00	828000.00
Overhead	50000.00	50000.00	50000.00	150000.00
Consumables	70000.00	50000.00	50000.00	170000.00
Contingency	100000.00	100000.00	100000.00	300000.00
Travel	100000.00	50000.00	50000.00	200000.00
Training & Demonstration	100000.00	100000.00	100000.00	300000.00
Total (Rs.)	2233290.00	626000.00	626000.00	3485290.00

2.6 Equipment:

The details of the equipment sanctioned for the implementation of the project at **Annexure-I**

2.7 Manpower:

The details of the manpower sanctioned for the implementation of the project at **Annexure-II**

3. Head of Account:

The **Non-Recurring** expenditure involved is debitable to:

Demand No. 88	Department of Biotechnology
3425	Other Scientific Research 2015-2016
3425.60	Others (Sub Major Head)
3425.60.200	Assistance to other Scientific Bodies (Minor Head)
3425.60.200.30	Biotechnology for Societal Development
3425.60.200.30.03	Biotech Programmes for Rural Areas
3425.60.200.30.03.35	Grants for creation of capital Assets

The **Recurring** expenditure involved is debitable to:

Demand No. 88	Department of Biotechnology
3425	Other Scientific Research 2015-2016
3425.60	Others (Sub Major Head)
3425.60.200	Assistance to other Scientific Bodies (Minor Head)
3425.60.200.30	Biotechnology for Societal Development
3425.60.200.30.03	Biotech Programmes for Rural Areas
3425.60.200.30.03.31	Grants in Aid-General

4. Terms & Conditions:

4.1 The other terms and conditions governing this sanction are attached at Annexure- III.

4.2A Memorandum of Agreement (MoA) will be signed between the Department of Biotechnology and the grantee institution on Non-Judicial stamp paper Rs. 100/- in the enclosed format and the second release/installment will be made only after signing of MoA by the grantee institutions and its acceptance by DBT. In case of NGO or Private Institution, MOA signed is mandatory first release. A format of the MoA is enclosed in Annexure-IV

- 4.3 The Institute/Agency will keep the whole of the grant in a Bank Account earning interest, and the interest so earned should be reported to DBT in the Utilisation Certificate and Statement of Expenditure. The Interest so earned will be treated as created to the institute/Agency and shall be adjusted towards further installment of the grant and or at the time of Final Settlement of Accounts.
5. No International Travel will be undertaken from the sanctioned project grant unless specified otherwise.
6. The Registrar, DR. Babasaheb Ambedkar Marathwada University, Aurangabad, Maharashtra would be responsible for submission of Statements of Expenditure (SoE), utilization certificates (UC), Assets Certificates, Manpower staffing & expenditure details in prescribed DBT formats to DBT in respect of grants released in this project from time to time.
7. PI's of DBT sponsored projects can consider appointment of JRF from Category-II merit list of DBT-BET exam so that candidates can be paid fellowships at par with NET/GATE/BET qualified candidates as per DST OM No. A.A.20020/11/97-IFD dated on 31 Mar 2010. However, there is no compulsion on PI's to select candidates for JRF in their projects from Category-II of DBT-BET.
8. The accounts of grantee institution shall be open to inspection by the sanctioning authority/audit whenever the institute is called upon to do so by the sanctioning authority.
9. This issues under the power delegated to this Department and with the concurrence of IFD vide their SAN No. **102/IFD/SAN/3819/2015-2016** dated **January, 06 2016**.
10. This sanction order has been noted at serial no. _____ in the Register of Grants.

(Dr. A S Ninawe)
Adviser

To,
The Pay & Accounts Officer,
Department of Biotechnology,
New Delhi - 110 003.

Copy to:

- 1 The Principal Director of Audit (Scientific Departments), DACR Building, New Delhi- 110 002.
- 2 The Registrar, DR. Babasaheb Ambedkar Marathwada University, Aurangabad , Aurangabad - 431003, Maharashtra
- 3 Prof. Bhalchandra Baburao Waykar, Professor, Zoology, DR. Babasaheb Ambedkar Marathwada University, Department of Zoology, Dr. Babasaheb Ambedkar Marathwada University, Aurangabad, Aurangabad - 431004, Maharashtra
- 4 Prof. Sureshchandra Popat Zambare, Professor, Zoology, DR. Babasaheb Ambedkar Marathwada University, Dept. of Zoology, Dr. B.A. Marathwada University, Aurangabad, Aurangabad - 431004, Maharashtra
- 5 Cash Section, DBT (2 copies).
- 6 Sanction Folder.
- 7 File Copy.

(Dr. A S Ninawe)
Adviser


Registrar
Dr. Babasaheb Ambedkar
Marathwada University,
Aurangabad



Dr. Waykar B.B.
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Annexure -I

Details of the Equipment sanctioned for the implementation of the project titled "**SUSTAINABLE RURAL DEVELOPMENT THROUGH BEEKEEPING**":

DR. Babasaheb Ambedkar Marathwada University			
SNo.	Name of Equipment	No.	Cost(Rs.)
1.	Bee hive box (double chamber) @ 1800/-per box	50	90000.00
2.	Live Bee Colony with box@ Rs. 4500/- Per box	300	1350000.00
3.	Honey extractor @ Rs. 12000/- per box	2	24000.00
4.	Refractro Meter ABBY	1	17000.00
5.	Deep fridge model	1	23490.00
6.	Sony LCD projector	1	32800.00
Total			1537290.00

(Dr. A S Ninawe)
Adviser


Dr. Waykar B.B.
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Dr. B.A. Marathwada
University, Aurangabad-431004


Annexure -II

Details of the manpower sanctioned for the implementation of the project titled "**SUSTAINABLE RURAL DEVELOPMENT THROUGH BEEKEEPING**":

Head	No. of Position	Year I	Year II	Year III	Total (Rs.)
Field Assistant Field Assistant- (One) Rs. 8000/- PM (Fixed)	1	96000.00	96000.00	96000.00	288000.00
Other1 Sr. Programme Officer- (One) Rs. 15,000/- PM (Fixed)	1	180000.00	180000.00	180000.00	540000.00
Total(Rs.)		276000.00	276000.00	276000.00	828000.00

Revised emoluments shall be payable only if education qualification or eligibility criteria as per DST OM No.A.20020/11/97-IFD dated on 31.03.10, are met by the research personnel.

(Dr. A S Ninawe)
Adviser


Dr. Waykar B.B.
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University, Aurangabad-431004