



महाराष्ट्र MAHARASHTRA

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प्रधान मुद्रांक कार्यालय, मुं
प.मु.वि.क्र. ८००००९
19 JAN 2021
सकल अधिकारी

MEMORANDUM OF AGREEMENT

श्री दि. क. गवई

19th January 2021

This MEMORANDUM OF AGREEMENT is made on this 15th January day of Two thousand and twenty one 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

Sophia College for Women, a society under the Societies Registration Act – 1860, having its registered office in/at Bhulabhai Desai Road, Mumbai 400 026, hereinafter referred to as Sophia College (which expression shall where the context so admits include its successors and permitted assigns) of the OTHER PART;

[Signature]

Coordinator

(With Seal)



[Signature]

Head of the Institution

(With Seal)

PRINCIPAL SOPHIA COLLEGE
(AUTONOMOUS)



ऑटोपत्र-१
फक्त प्रतिज्ञापन (AUTONOMOUS)

मुद्रांक विकत घेणाऱ्याचे नाव Bhulabhai Desai Road,
मुद्रांक विकत घेणाऱ्याचे रहिवासी पत्ता MUMBAI-400 026.

मुद्रांक विक्रीबाबतची नोंद वही अनु. क्रमांक _____

मुद्रांक विकत घेणाऱ्याची सही _____
परवानाधारक मुद्रांक विक्रित्याची सही _____
परवाना क्रमांक : ८००००९०

मुद्रांक विक्रीचे नाव/पत्ता : श्री. कल्पेश प्रेमजी गाला

शॉप नं. ४, भाग्योदय बिल्डींग, ७९ नगीनदास मास्टर रोड, फोर्ट, मुंबई-४०० ००९.

शासकीय कार्यालयसमोर/ज्यायालयासमोर प्रतिज्ञापन सादर करणेसाठी मुद्रांक कागदाची आवश्यकता नाही. (शासन आदेश दि. ०९/०७/२००८) नुसार

ज्या कारणामुळे ज्यांनी मुद्रांक खरेदी केला त्यांनी याच कागदाची मुद्रांक खरेदी केल्यापासून दमहिऱ्यात वापरणे बंधनकारक आहे.

27 JAN 2021

27 JAN 2021


WHEREAS DBT being desirous of capacity building in the area of Biotechnology teaching decided to support a Star Status submitted by Sophia College.

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

NOW THE PARTIES HERETO AGREE AS FOLLOWS:-

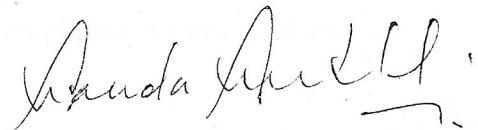
1.0 . ROLE OF DEPARTMENT OF BIOTECHNOLOGY, NEW DELHI

To provide funds to the extent of Rs. 1.26 crores and Rs.one crore and twenty six lakhs over a period of three years from the date of sanction of the project, (11.07.2020 to 11.07.2023) for conducting Star Status Scheme. Details of the funds to be provided are given in Annexure II.


Coordinator

(With Seal)




Head of the Institution

(With Seal)

PRINCIPAL SOPHIA COLLEGE
(AUTONOMOUS)

2.0. ROLE OF SOPHIA COLLEGE

- 2.1. To provide existing facilities as mentioned in the project document.
- 2.2. To accomplish and fulfill the terms and conditions listed in Annexure I / To be responsible for accomplishing objectives identified and activities listed as per terms and conditions listed at Annexure I.
- 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 progress of course work/examination.
- 2.5. **Sophia 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

3.1 DURATION OF PROJECT

- 3.2 Duration of project shall be **three** years from the date the Project has been sanctioned by DBT.

4.1 RIGHTS OF OWNERSHIP/TECHNOLOGY TRANSFER AND UTILIZATION

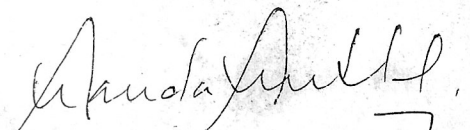
- 4.2 All the assets including the equipment and produce acquired will be the property of DBT and shall not be utilized for purposes other than teaching/capacity building at **Sophia College**. The rights of **DBT** under this MoA shall not be transferred to any other party without prior approval in writing of DBT.
- 4.3 It shall be the responsibility of **Sophia College** to ensure that support of DBT is suitably acknowledged in the publications (papers, reports, etc.) arising out of the programme.



Coordinator

(With Seal)





Head of the Institution

(With Seal)

**PRINCIPAL SOPHIA COLLEGE
(AUTONOMOUS)**

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 **Sophia 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 **Sophia College** for the grants received from DBT for this project.
- 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, **Sophia 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


Coordinator

(With Seal)





Head of the Institution

(With Seal)

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deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications or reenactments thereof.

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.

Witnesses:

1.

2.

Signed by -----

(Designation)

For and on behalf of

The President of India

Signed by DR. IGNAT A. MENDES
HOD, CHEM DEPT
SOPHIA COLLEGE
(Designation)

Signed by Ms. Drinal Lopes
Jr. clerk Administration office
Sophia college (Autonomous)
(Designation)

For and on behalf of

Sophia College
Yanda Yanda
