







भारत सरकार विज्ञान और प्रौद्योगिकी मंत्रालय बायोटेक्नोलॉजी विभाग

ब्लाक-2,7 वां तल, सी० जी० ओ० कम्पलेक्स लोदी रोड, नई दिल्ली-110003

GOVERNMENT OF INDIA

MINISTRY OF SCIENCE & TECHNOLOGY

DEPARTMENT OF BIOTECHNOLOGY

Block-2, 7th Floor C.G.O. Complex

Lodi Road, New Delhi-110003

Garima Gupta

scientist 'E'

I-mail: garima.g@nic.in

DO. No. BT/HRD/11/05/2019

Dated: 12.07.2019

Star College Scheme (St. mary's College, Autonomous), Thoothukudi, Tamil Nadu)

Dr. Alphonse,

This is in reference with the above-mentioned subject. Please find enclosed the original Copy of MoA for your kind perusal and record.

regards,

Yours sincerely,

(Dr. Garima Gupta) Scientist- 'E'

Arockia Jenecius Alphonse,

Stant Professor & Vice Principal,

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MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is made on this Monday, the 20th May of Two thousand and nineteen 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

Sta Mary's College (Autonomous), Thoothukudi a college, having its registered office at 104, North Beach Road, Thoothukudi - 628 001 hereinafter referred to as 'SMC, THOOTHUKUDI' of the OTHER PART:

Arockia Jeneus Alphonse Dr. Sr. A. Arockia Jenecius Alphonse **Assistant Professor of Botany** St. Mary's College (Autonomous) Thoothukudi.

St. Mary's College (Autonomous) Thoothukudi-628 001

WHEREAS DBT being desirous of capacity building in the area of Biotechnology teaching decided to support the departments of <u>Botany</u>, <u>Zoology</u>, <u>Physics and Chemistry</u> submitted by St. Mary's College (Autonomous), Thoothukudi.

This Memorandum of Agreement (MoA) defines the role and responsibilities of the participating agencies, monitoring and other matters related to the <u>departments of Botany</u>, <u>Zoology</u>, <u>Physics and Chemistry</u>) 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. (82,00,000) and (Eighty two lakhs only) over a period of three years from the date of sanction of the project, 16.03.2019, for conducting DBT STAR COLLEGE SCHEME STRENGTHENING OF LIFESCIENCE AND BIOTECHNOLOGY EDUCATION AND TRAINING AT UNDERGRADUATE LEVEL teaching programme. Details of the funds to be provided are given in Annexure I.
- 2.1. ROLE OF ST. MARY'S COLLEGE (AUTONOMOUS), THOOTHUKUDI.
- 2.2. To provide existing facilities as mentioned in the project document.
- 2.3. To accomplish and fulfill the terms and conditions listed at Annexure II.
- 2.4. To submit an annual audited statement of expenditure incurred under the programme.
- 2.5. 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.
- 2.6. <u>St. Mary's College (Autonomous), Thoothukudi</u> will take up all the liabilities of the teaching programme including Manpower (<u>if any</u>), after completion of the sanction period specified in the sanction order.

Arockia Jeneus Alphonse

Dr. Sr. A. Arockia Jenecius Alphonse Assistant Professor of Botany St. Mary's College (Autonomous) Thoothukudi. Principal
St. Mary's College (Autonomous)
Thoothukudi-628 001.

3.0 DURATION OF PROJECT

3.1 Duration of project shall be **three years (2019 - 2022)** from the date the Programme has been sanctioned by DBT.

4.0 RIGHTS OF OWNERSHIP/TECHNOLOGY TRANSFER AND UTILIZATION

- 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 St._Mary's College (Autonomous), Thoothukudi. 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 **St. Mary's College (Autonomous), Thoothukudi.** 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 St. Mary's College (Autonomous), Thoothukudi.
- 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 St. Mary's College (Autonomous),

 Thoothukudi. for the grants received from DBT for this programme

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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, St. Mary's College (Autonomous), Thoothukudi. 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 there under 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.

Arockia Jeneus Alphonse

Dr. Sr. A. Arockia Jenecius Alphonse Assistant Professor of Botany St. Mary's College (Autonomous) Thoothukudi. Principal
St. Mary's College (Autonomous)
Thoothukudi-628 001.

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. Irolymbel 12/11/1

Pratyush Sinha. J. T. A. - D.B.T

2. <u>Peepesh</u>

Signed by

For/and one behalfor The President of India

For and on behalf of St. Mary's College (Autonomous), Thoothukudi.

Witnesses:

- Dr. Tmty. S. Thenmozhi
 Dean of Language & Culture
 Associate Professor of French
 St. Mary's College (Autonomous)
 Thoothukudi 628 001.
- Dr. Tmty. P.J. Joslin
 Dean of Biological Sciences
 Associate Professor of Zoology
 St. Mary's College (Autonomous)
 Thoothukudi 628 001.

: P. J. Joslen

: S. Thenmorghi

Arackia Jeneus Alphonse

Overall Co-ordinator
& Member Secretary
Dr. Sr. A. Arockia Jeneclus Alphonse
Assistant Professor of Botany
St. Mary's College (Autonomous)
Thoothukudi.

Chairman
Principal
St. Mary's College (Autonomous)
Thoothukudi-628 001.