

Memorandum of Understanding

Between

**Rajiv Gandhi Science and Technology Commission
(RGSTC)**

and

Sant Gadge Baba Amravati University, Amravati.

For implementation of the Scheme

“Assistance for S&T Applications through University System”

in Maharashtra

MEMORANDUM OF UNDERSTANDING FOR IMPLEMENTATION OF THE SCHEME "ASSISTANCE FOR S&T APPLICATIONS THROUGH UNIVERSITY SYSTEM" FOR RAJIV GANDHI SCIENCE AND TECHNOLOGY COMMISSION, IN THE AREA UNDER SANT GADGE BABA AMRAVATI UNIVERSITY, AMRAVATI.

Rajiv Gandhi Science and Technology Commission (RGSTC) is a statutory body set up by Govt. of Maharashtra under Maharashtra Act no. XV of 2004 having its registered office at Mantralaya, 7th floor, Madam Cama Road, Mumbai – 400032, for advancement, propagation and promotion of applications of Science & Technology for benefit of the people of Maharashtra.

AND

Sant Gadge Baba Amravati University, Amravati, (Maharashtra) 444 602 an institution set up by Government of Maharashtra under Amravati University Act 1983(Maharashtra Act No. XXXVII-1983) dedicated to facilitate higher education in the five districts i.e. Amravati, Akola, Buldana, Yavatmal and Washim in Maharashtra.

WHEREAS RGSTC has launched a scheme "Assistance for S&T Applications through University System" for decentralized project activity in Maharashtra under certain terms and conditions,

AND WHEREAS, being aware of its jurisdiction in the districts of **Amravati, Akola, Buldana, Yavatmal and Washim**, in the field of higher education, the RGSTC approached **Sant Gadge Baba Amravati University, Amravati**, for undertaking implementation of the activities elaborated in the scheme.

AND WHEREAS, **Sant Gadge Baba Amravati University, Amravati**, having found the initiative of RGSTC in conformity with its objectives, has agreed to collaborate with RGSTC for taking the responsibility of implementation of the scheme in the area under its jurisdiction with funds provided and procedures laid down by the RGSTC.

NOW, THEREFORE, THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:

Responsibilities of RGSTC

- (i) To provide financial support to the University for implementation of the scheme in the area of University's jurisdiction.
- (ii) To provide guidelines, whenever necessary, for effective implementation of the scheme.
- (iii) To nominate RGSTC representatives on the Committees to be appointed by the University, with prior consent of RGSTC, for effective implementation of the scheme.
- (iv) To monitor overall working of the scheme.

- (v) To help the University and the Institutions in handling the issues related to IPR, Technology Transfer and release of data developed in the projects supported under the scheme.

Responsibilities of Sant Gadge Baba Amravati University, Amravati

- (i) To implement the scheme in accordance with the guidelines and formats given in the scheme documents.
- (ii) To follow the procedure in inviting and selection of the projects as laid down in the scheme.
- (iii) To constitute Committees specified under the scheme with prior consent of RGSTC.
- (iv) To provide Annual Progress Report along with the Utilization Certificate for the grant provided by the RGSTC.
- (v) University may create IPR through patenting, copywrite etc. from the work carried out under the projects, maintain it and protect it from any infringement. Any commercialization of IPR shall be done with prior approval of RGSTC.

General

- (i) The relationship between RGSTC and **Sant Gadge Baba Amravati University, Amravati**, shall be of independent nature. This MoU does not create and agency, company, partnership, joint venture or any other business relationship between RGSTC and **Sant Gadge Baba Amravati University, Amravati**.
- (ii) In no event shall any party be liable to any other for any damages without limitation including, direct, speculative, indirect, incidental, special or consequential damages with respect to this MoU.
- (iii) No modification, alternation or insertion shall be made to this MoU unless agreed in writing by RGSTC and **Sant Gadge Baba Amravati University, Amravati**.
- (iv) Any party without prior consent of the other parties can't assign this MoU.
- (v) This MoU shall be interpreted and construed in accordance with Indian Laws.
- (vi) RGSTC and **Sant Gadge Baba Amravati University, Amravati**, will attempt to implement the Scheme in consonance with its basic objectives and spirit. In case of any disagreement, RGSTC and **Sant Gadge Baba Amravati University, Amravati**, will try to resolve & settle the issues mutually.
- (vii) This MoU shall be valid for a period of Three Years and its continuation shall be subject to a review of the progress of the Scheme by the Commission.

Force Majeure

In the event of any party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative

obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.


The term "Force majeure" as mentioned herein, shall mean natural calamities, War, Civil Riots, Fire directly affecting the performance of the Contract, Acts and Regularity of the government.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to force Majeure as also the ending of the said cause by giving notice to the other party within 72 (seventy two) hours of the alleged beginning and ending of the cause respectively.

If performance under this MoU is suspended by Force Majeure conditions lasting for more than 2 (two) months, the parties shall have the option of cancelling this MoU in whole or part at its discretion without any liability on its part.


Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.


In witness where of the parties have set their hands to this Memorandum of Understanding on the 9th Sept. of 2019.


REGISTRAR
Sant Gadge Baba
Amravati University,
Amravati.
For
Sant Gadge Baba Amravati
University, Amravati.



Member Secretary
Rajiv Gandhi Sci. And Tech. Commission
For
Rajiv Gandhi Science and Technology
Commission, Govt. of Maharashtra,
Mumbai.

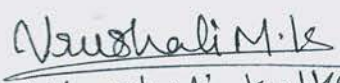
Witnesses

1) 
D.T. INGLE

2) 
(V.R. Malviya)

Witnesses


1) (D. V. Datri)
A & F.O., RGSTC

2) 
(Vaushali Kulkarni
So. Scientific officer)