



महाराष्ट्र MAHARASHTRA

2019

WK 575664

प्रधान मुद्रांक कार्यालय, मुंबई  
प.मू. वि.क. ८००००२०  
17 JAN 2020  
सक्षम अधिकारी

### MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is made on this 7<sup>th</sup> February day of Two thousand and twenty 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 College 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;

*Yasmin Khan*  
Course Coordinator  
(With Seal)



*Ananda Yashwantrao*  
Head of the Institution  
(With Seal)



जोडपत्र - १ Annexure I

फक्त प्रतिज्ञापत्रासाठी Only for Affidavit

मुद्रांक विक्रय घेणाऱ्याचे नाव \_\_\_\_\_

मुद्रांक विक्रय घेणाऱ्याचे रहिवासी पत्ता \_\_\_\_\_

मुद्रांक विक्रीबाबतचे नोंद पत्ती अंक \_\_\_\_\_

**SOPHIA COLLEGE  
(AUTONOMOUS)**  
Bhulabhai Dossal Road,  
MUMBAI-400 026.

10 FEB 2020

मुद्रांक विक्रय घेणाऱ्याची सही \_\_\_\_\_

परवाना क्रमांक : ८००३०२०

मुद्रांक विक्रीचे ठिकाण/घ. नं. : इंडियन ऑडिटोरीअम सभारिण  
महिले पर्यटन मंडळ-३, पुनम जगतिक गायकवाड  
हार्डवेअर, एअरकॉन्डिशनिंग व इतर यंत्रणा, गाळा नं. २४, फ्लॉट, मुंबई - ४०० ०३२

राज्यातील कार्यवाही करणे / ज्याच्याला यासाठी परवाना सादर करणेसाठी मुद्रांक  
कपातसाठी आवश्यकता आहे. (२००४ नुसार)

या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी या कारणासाठी मुद्रांक खरेदी  
केल्यापासून दुरुस्त्यास बंधनकारक आहे.

10 FEB 2020

WHEREAS DBT being desirous of capacity building in the area of Biotechnology teaching decided to support a **Star College Scheme** 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 College Scheme** 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. 47,00,000 (Rs. Forty Seven Lakhs)** over a period of **three years** from the date of sanction of the project, (12/07/2016) for conducting **Star College Scheme**. Details of the funds to be provided are given in Annexure II.

*Jasumbar*

Course Coordinator

(With Seal)



*Prada...*

Head of the Institution

(With Seal)



## 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

## 3.0 DURATION OF PROJECT

- 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 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.
- 4.2 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.

*Yasmin Khan*

Course Coordinator

(With Seal)



*Gandhi L*

Head of the Institution

(With Seal)



## 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

*Jasmin Khan*

Course Coordinator

(With Seal)



*Sharda J. S. Joshi*

Head of the Institution

(With Seal)



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.

### 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)

2.

For and on behalf of

The President of India

Witnesses:

1. Dr. Anagha Tendulkar - Patil

Signed by A. P. Patil  
Associate Professor

(Designation)

2. Mrs. Boskey B. Martis

Signed by [Signature]  
Office Superintendent

(Designation)

For and on behalf of

Sophia College



[Signature]  
**PRINCIPAL SOPHIA COLLEGE  
(AUTONOMOUS)**