

MEMORANDUM OF UNDERSTANDING

ON

PROGRAMME SUPPORT FOR CONSERVATION AND UTILIZATION OF INDIGENOUS VARIABILITY IN HORTICULTURAL AND PLANTS OF ECONOMIC IMPORTANCE OF BIHAR AT BIOTECHNOLOGY APPLICATION CENTRE, PATNA

BETWEEN

DEPARTMENT OF BIOTECHNOLOGY, MINISTRY OF SCIENCE & TECHNOLOGY, GOVERNMENT OF INDIA

AND

BIHAR COUNCIL OF SCIENCE & TECHNOLOGY, PATNA, BIHAR DEPARTMENT OF BIOTECHNOLOGY, MINISTRY OF SCIENCE & TECHNOLOGY, GOVERNMENT OF INDIA, NEW DELHI hereinafter referred to as DBT which expression shall include its successor and its assignees on one part

AND

BIHAR COUNCIL ON SCIENCE & TECHNOLOGY, a society under the Societies Registration Act- 1860 having its registered office at B-Block, 3rd Floor, Maurya Lok Complex, Patna-800001 hereinafter referred to as BCST which expression shall where the context so admits include its successors and permitted assignees of the other part.

WHEREAS BIOTECHNOLOGY APPLICATION CENTRE, PATNA a constituent of Bihar Council on Science & Technology had submitted a project proposal to DBT in 1997 and WHEREAS DBT has approved the project in 1998, which project proposal forms part of this MOU.

WHEREAS DBT being desirous for conservation and utilization of indigenous variability in horticultural and plants of economic importance will support this programme for three years and Bihar Council on Science & Technology / Government of Bihar will take up all the responsibilities after three years.

This memorandum of Understanding (MOU) purports the role and responsibilities of the participating agencies, monitoring another matters related to the development of technology and production of plantlets.

Role of DEPARTMENT OF BIOTECHNOLOGY, NEW DELHI

To provide funds to the extent of Rs.165.56 lakhs over a period of three years from the date of sanction for establishing the plant Tissue Culture laboratory for conservation and utilization of indigenous variability in horticultural plants of economic importance of Bihar as per the details given in annexure-I.

2.2.0 Role of BIOTECHNOLOGY APPLICATION CENTRE, BIHAR COUNCIL ON SCIENCE & TECHNOLOGY, PATNA, BIHAR

2.2.1 To provide existing facilities as mentioned in the project document.

2.2.2 To provide their contribution to the extent of Rs. 77.5 lakhs as mentioned in their project document.

2.2.3 To be responsible for accomplishing the targets and objectives as mentioned.

Objectives

- To establish a state-of-the-art tissue culture facility to cater to the need of the people of Bihar
 - To identify and mass propagate plants of forestry, horticultural and therapeutic importance
 - To preserve important and/or fast disappearing germplasm to conserve one of the richest biodiversity of Bihar.
 - To impart necessary training and run demonstration programme for technology dissemination among tribals and women.
 - To evolve a simple and practical 'package' of practice' to exploit range of emerging biotechnologies for the common users of Bihar
 - Reclamation of wasteland by green cover.
- 2.2.4 To allow the Scientists/Engineers authorized by DBT to work with the R&D team of the Centre in all stage of process development for Plantlet Production.
- 2.2.5. To recruit all scientific and non-scientific staff as sanctioned by DBT.
- 2.2.6. To prepare and submit all periodical reports and other documents that would be required by DBT.
- 2.2.7. To maintain a separate audit head of account for the grants received from DBT for the project.
- 2.2.8. To submit an annual audited statement of expenditure incurred in the project.
- 2.2.9. 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.
- 2.2.10. To serve as a Training Centre for working on Tissue Culture technology for large scale production of horticultural and plants of economic importance.
- 2.2.11. BCST will take up all the liabilities of the centre after completion of the project period.

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 The know-how generated from the project by BCST will be the joint property of the BCST and DBT, Government of India.
- 4.2 The technology transfer shall be on a non-exclusive basis. The know-how developed may be transferred to other entrepreneurs on such terms and conditions as may be determined by DBT.
- 4.3 All the assets including the equipment and product 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 BCST under this MOU shall not be transferred to any other party without prior approval in writing of DBT.

5.0 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 and BCST.

6.0 MONITORING

- 6.1 The progress of implementation of the project and proper utilization of grants shall be reviewed by the BDT and by the Monitoring Committee set up the 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 In addition, an Institutional Monitoring Committee under the Chairmanship of Director, BCST, would monitor the progress of implementation of the project and co-ordinate the support required for proper implementation. The Committee will meet half yearly.
- 6.4 The comptroller and Auditor General of India, at his discretion shall have the right of access to the book and accounts of the BCST for the grants received from DBT for this project.
- 6.5 BCST shall prepare a comprehensive technology transfer document within three months after completion of all the activities of the project.
- 6.6 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, BCST shall hand over all documents including technical details and equipment purchased related to the project.

7.0 DURATION OF MEMORANDUM OF UNDERSTANDING

This MOU will remain in force for the duration of the project and until all claims are settled between DBT and BCST.

IN WITNESS WHEREOF the parties through their duly authorized representatives have caused this Memorandum of Understanding signed and executed at Delhi on this.

For and on behalf of BCST

Bharat Bhushan Prasad
Secretary
Bihar Council on Science
And Technology, PATNA

For and on behalf of DBT

Witness

1. Project Director
Bihar Council on Science
and Technology, PATNA
2. Technical Officer
Bihar Council on Science
and Technology, PATNA

Witness

1. Dr. R. R. Sinha
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