

**Rajiv Gandhi Science & Technology Commission
Government of Maharashtra**

**Dr. N G Shah
Member Secretary**

No. RGSTC/File-2019/ SGBAU/CR-90/433
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Dinshaw Vacha Road,
Churchgate, Mumbai,
Maharashtra 400020
Tel. No. 022-22024711/22024755.
E-mail: rgstcmaha@rediffmail.com
Date: - **11 DEC 2023**

Sub: Regarding implementation of Assistance for S&T Applications through University System at SGBAU, Amravati

Ref: Letter dated 24th November, 2023 from SGBAU, Amravati to RGSTC.

Dear Dr. Patil,

With reference to the above subject, we have received your request for the renewal of MoU along with 2 copies of the signed MoU from your University. We would like to inform you that the copies have been signed. Please find enclosed the hard copy of the MoU.

Look forward to receiving due acknowledgement.

Yours sincerely,



(Dr N G Shah)
Member Secretary

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(M)

6/6/24

Dr Anita Surendra Patil
Professor & Co-ordinator University RGSTC Project Scheme
Lab. No 105, Phyto-secondary Metabolite Lab
Department of Biotechnology,
Sant Gadge Baba, Amravati University,
Amravati (MS), 444602.

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6/6/25

Memorandum of Understanding

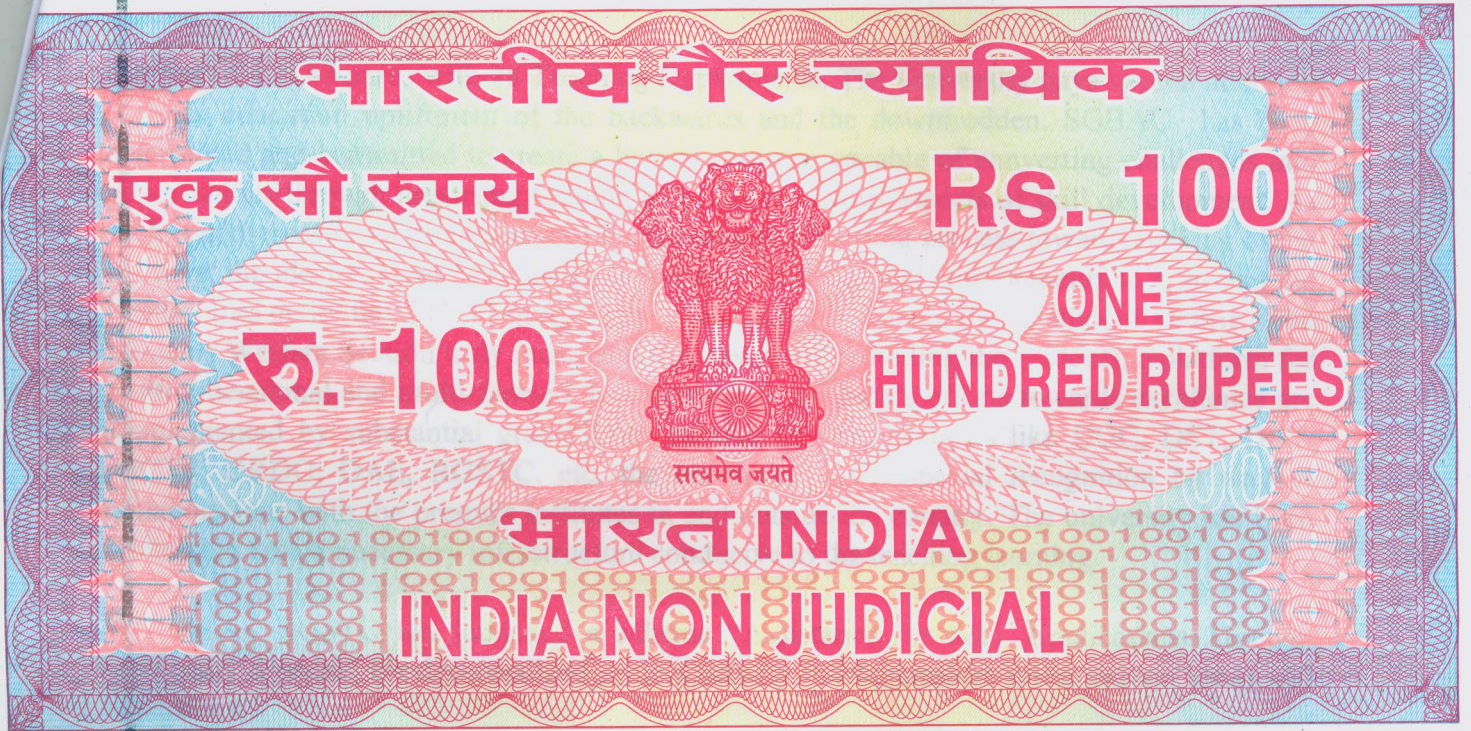
between

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

and

Sant Gadge Baba Amravati University, Amravati

for implementation of the Scheme
“Assistance for S&T Applications through University System”
in Maharashtra



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(मुद्रांक विक्रेता)
अमरावती शहर
ग. नं. 3/92



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

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 was established on Maharashtra Day, the 1st May 1983 to cater to mostly the educational needs of rural population of western Vidarbha. The university has its jurisdiction within five districts of Vidarbha viz. Amravati, Akola, Yavatmal, Buldhana and Washim. SGBAU had about 4 lacs students with lush green

campus of 470.63 acres with 28 Teaching Departments. The University pays special attention towards education upliftment of the backwards and the downtrodden. SGBAU has been determined and committed to create a human resource capable of converting challenges into opportunities through imparting training to youth in various aspects of skill development. As such it addresses to all dimensions of higher teaching learning process towards making of the learners; the ideal citizens, the academic leaders and the global entrepreneurs to represent the Leader Indian in the 21st Century. The vision of the University is student centric. The Students Welfare Section truly incarnates this vision by providing the students, a platform for multidimensional and multi-faceted development. University's efforts towards excellence are supplemented by substantial grants from various funding agencies like UGC, DST, DBT, AICTE, DRDO, DAE, RGSTC, etc. the university has a special recognition by way of collaborations with the premier institutes in and outside the country. The university has been inclined to create necessary infrastructure conducive to the teaching learning.

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 five districts of Vidarbha viz. Amravati, Akola, Yavatmal, Buldhana and Washim in the field of higher education, the RGSTC approached SGBAU for undertaking implementation of the activities elaborated in the scheme.

AND WHEREAS, SGBAU having found the initiative of RGSTC in conformity with its objectives, has agreed to collaborate with RGSTC for taking the responsibilities 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 witnessed as follows:

Responsibilities of RGSTC

- (i) To provide financial support to the University for implementation of the scheme in the area of University 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 SGBAU

To implement the scheme in accordance with the guidelines and formats given in the scheme documents.

- (i) To follow the procedure in inviting and selection of the projects as laid down in the scheme.
- (ii) To constitute Committees as specified under the scheme with prior consent of RGSTC.
- (iii) To provide Annual Progress Report along with the Utilization Certificate for the grant provided by the RGSTC.
- (iv) University may create IPR through patenting, copyright 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 SGBAU, shall be of independent nature. This MoU does not create any agency, company, partnership joint venture or any other business relationship between RGSTC and SGBAU.
- (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 SGBAU.
- (iv) Any party without prior consent of the other parties can't assign this MoU.
- (v) This MoU shall be interpreted and constructed in accordance with Indian Laws.
- (vi) RGSTC and SGBAU, will attempt to implement the Scheme in consonance with its basic objectives and spirit. In case of any disagreement, RGSTC and SGBAU 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 by 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 whereof the parties have set their hands to this Memorandum of Understanding on 24th November, 2023.

For
Sant Gadge Baba Amravati University
Amravati




Dr. T. R. Deshmukh
Registrar
REGISTRAR
Sant Gadge Baba
Amravati University,
Amravati.

For
Rajiv Gandhi Science and Technology
Commission, Govt. of Maharashtra,



Prof. N. G. Shah
Member Secretary

Witnesses

1] 
DR Anita Surendra Patil
Prof Anita Surendra Patil
Department of Biotechnology
Sant Gadge Baba Amravati University,
Amravati


2] 
Prof. Monachimote
Head of the Department
P.G.T.D. of Marathi
S G B Amravati University, Amravati.

Witnesses

1] 

Sr. Administrative & Finance Officer
Rajiv Gandhi Science & Technology Commission,
Mumbai - 400 020.

2]


-Navid Patel
Junior Scientific Officer
Rajiv Gandhi Science and
Technology Commission
Government of Maharashtra,
Mumbai -

