



NOTARY
DHANBAD
A.K. MALLICK

Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 46465d55aa51388d1d02

Receipt Date : 13-Sep-2022 04:02:40 pm

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Document Type : Agreement or Memorandum of an Agreement

District Name : Dhanbad

Stamp Duty Paid By : SECOND PARTY

Purpose of stamp duty paid : MEMORANDUM OF AGREEMENT

First Party Name : DEPARTMENT OF BIOTECHNOLOGY

Second Party Name : INDIAN INSTITUTE OF TECHNOLOGY
ISM DHANBAD

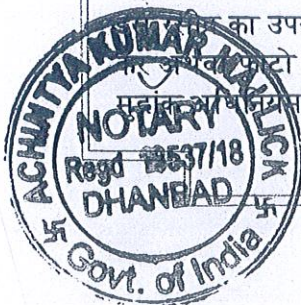
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इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट, फोटो कॉपी आदि द्वारा इसी रसीद का दूसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।



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Dhanbad
A.K. MALlick

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is made on this **September 13** day of **2022** 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

Indian Institute of Technology (Indian School of Mines), Dhanbad a society under the Societies Registration Act- 1860, having its registered office at *Dhanbad*, here in after referred to as **IIT (ISM) Dhanbad** (which expression shall where the context so admits include its successors and permitted assigns) of the OTHER PART;

WHEREAS DBT being desirous of Medical Biotechnology decided to support a project submitted by **Dr. Amitesh Kumar** for the attainment of the objectives, hereinafter described in the Annexure I annexed hereto;

This Memorandum of Agreement (MoA) defines the role and responsibilities of the participating agencies, monitoring and other matters related to the **Design and Development of Non- Invasive Optical Respiration Rate Measurement System for Psychophysiological Health Monitoring in MRI Environment.**

NOW THE PARTIES HERETO AGREE AS FOLLOWS: -

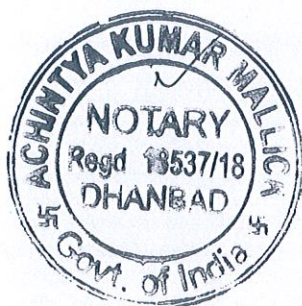
1.0 . ROLE OF DEPARTMENT OF BIOTECHNOLOGY, NEW DELHI

To provide funds to the extent of only amount **INR 18,33,040.00** to be granted by DBT over a period of **two years** from the date of sanction of the project, to **Indian Institute of Technology (Indian School of Mines), Dhanbad** for undertaking activities as detailed in Annexure 1. Details of the funds to be provided are given in Annexure II.

2.0. ROLE OF Indian Institute of Technology (Indian School of Mines), Dhanbad (Institute)

- 2.1. To provide their contribution of **nil** for **two years** from date of sanction of the project as detailed in Annexure – II. *(if a jointly supported project)*
- 2.2. To provide existing facilities as mentioned in the project document.
- 2.3. To be responsible for accomplishing objectives identified and activities listed.

Amitesh Kumar (PI)
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- 2.4. To allow the Scientists authorized by DBT to work with the Research & Development team of the center in all stages of process development and production.
- 2.5. To recruit all scientific and non-scientific staff as sanctioned by DBT.
- 2.6. To prepare and submit all periodical reports and other documents that would be required by DBT.
- 2.7. To maintain a separate audit head of account for the grants received from DBT for the project.
- 2.8. To submit an annual audited statement of expenditure incurred under the project.
- 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.
- 2.10. The manpower, both scientific and non-scientific, recruited shall be purely on contractual terms & conditions such that the contract for engagement of the manpower shall run concurrently with the said project period only.

3.0 DURATION OF PROJECT

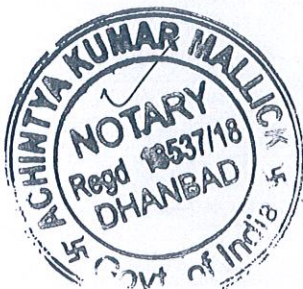
- 3.1 Duration of project shall be **two years** from the date the Project has been sanctioned by DBT.

4.0 RIGHTS OF OWNERSHIP/TECHNOLOGY TRANSFER AND UTILIZATION

- 4.1 The know-how generated from the project by **Dr. Amitesh Kumar** will be the joint property of **Indian Institute of Technology (Indian School of Mines), Dhanbad** and DBT, Government of India. It shall be the responsibility of **Dr. Amitesh Kumar & Indian Institute of Technology (Indian School of Mines), Dhanbad** to take necessary action for protection of the intellectual property arising out of the PROJECT through proper instruments, such as, patents, copy rights, etc.
- 4.2 The know-how developed may be transferred to other entrepreneurs on a non-exclusive basis on such terms and conditions as may be determined by DBT.
- 4.3 All the assets including the equipment and produce 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 **Indian Institute of Technology (Indian School of Mines), Dhanbad** under this MoA shall not be transferred to any other party without prior approval in writing of DBT.
- 4.4 It shall be the responsibility of **Dr. Amitesh Kumar** to ensure that support of DBT is suitably acknowledged in the publications (papers, reports, etc.) arising out of the PROJECT.

Amitesh Kumar (PS)
13/09/22

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5. 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.

6. MONITORING

- 6.1 The progress of implementation of the project and proper utilization of grant shall be reviewed by the DBT and by the Monitoring Committee set up by 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 The Comptroller and Auditor General of India, at his discretion shall have the right of access to the books and accounts of **Indian Institute of Technology (Indian School of Mines), Dhanbad** for the grants received from DBT for this project.
- 6.4 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, **Dr. Amitesh Kumar, Indian Institute of Technology (Indian School of Mines), Dhanbad** shall hand over all documents including technical details and equipment purchased related to the project.

7.0 DURATION OF MEMORANDUM OF AGREEMENT

This MoA will remain in force for the duration of the project and until all claims are settled between DBT and **Indian Institute of Technology (Indian School of Mines), Dhanbad**.

8.0 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.

Amitesh Kumar (PI)
13/09/22



9.0. 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:

Signed by -----

1.

(Designation)

2.

For and on behalf of The President of India

(THE ABOVE PART IS FOR DBT)

Witnesses:

Signed by -----

1.

Tith K 13/9/22
PROF. JITENDRA KUMAR

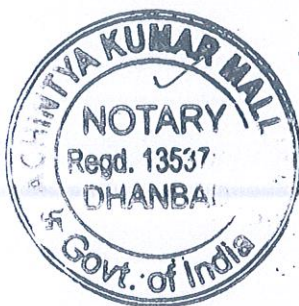
2.

Govind 13/9/22
Prof. Govind Murmu

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Dean (Research & Development)
Dean (Research & Development
(Designation)
Indian Institute of Technology
(Indian School of Mines)
Dhanbad - 826004 (INDIA)
For and on behalf of
Director, IIT (ISM) Dhanbad

For Director



NOTARY
DHANBAD

Authorised
U/S 247 (1) (C) of the Cr.P.C. 1973
Act No 11 of 1974 & U/s (B) of
Act No 53 of 1952

A.K. Mallik
13.09.2022

13/9/2022
gm

