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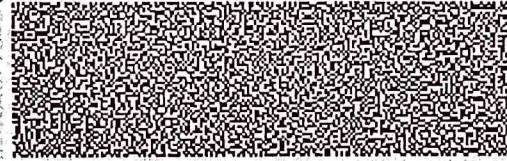
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Government of Karnataka

Rs. 200

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Second Party : **THE DIRECTOR CSRTI SRIRAMPURA MYSURU**
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MEMORANDUM OF AGREEMENT (MOA)

This MEMORANDUM OF AGREEMENT is made on **Seventh day of July, Two thousand and Twenty Two BY AND BETWEEN the Central Silk Board (CSB),** Ministry of Textiles, BTM Layout, Madiwala, Bengaluru-560068, Karnataka, a statutory body created by an Act of Parliament, Central Silk Board Act, 1948, functioning under the Ministry of Textiles, Government of India, which is represented by its **Member Secretary**, who has authorized the Director of Central Sericultural Research and Training Institute (CSRTI), Central Silk Board, Ministry of Textiles, Govt.

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of India, Manandavadi Road, Srirampura, Mysuru-570008, Karnataka to enter into this understanding/agreement on behalf of Central Silk Board, herein after called “CSB-CSRTI-MYSURU” (which expression unless excluded by or repugnant to the subject shall mean and include its successor-in-office and permitted assignees) of the **FIRST PART**;

AND

The Adichunchanagiri University, B.G. Nagara, Nagamangala Taluk, Mandya District - 571448 herein after called “ACU-BG Nagara” having its registered office in B.G. Nagara - 571448, NH-75, Nagamangala Taluk, Mandya District, Karnataka is represented by its **Registrar, Adichunchanagiri University** (which expression unless excluded by or repugnant to the subject shall mean and include its successor-in-office and permitted assignees) of the **SECOND PART**;

PURPOSE OR SCOPE OF MOA

WHEREAS, the CSB being desirous of sericulture development in the country has accepted the research proposals on “**BPS01027CN: Immunomodulatory and Adjuvant effects of Chitosan Nanoparticles Extracted from *Bombyx mori***” and “**BPS01028CN: Value Addition of Cellulose and Chitin Isolated from Sericulture Waste for Advanced Packaging Applications**” as a collaborative project of CSB-CSRTI-MYSURU with ACU-BG NAGARA and has agreed to support the said project for the attainment of its objectives to promote sericulture research on by product utilization and its developments in India.

WHEREAS in consideration both the parties have agreed to enter into this MoA which defines the roles, matters related to roles and responsibilities of the participating institutions, monitoring and other matters related to the said project. The project documents also form a part and parcel of the MoA (Annexure-I, BPS01027CN: Page 1 to 55 and BPS01028CN: Page 1 to 46).

NOW THE PARTIES HERETO AGREE AS FOLLOWS:

1. ROLE OF THE CSB-CSRTI-MYSURU

- 1.1. To provide funds to the extent of Rs 29.50 lakhs (Rupees Twenty-Nine lakhs and fifty thousand only; BPS01027CN) and Rs 25.54 lakhs (Rupees Twenty five lakhs and fifty four thousand only; BPS01028CN) over a period of Two Years from the date of sanction of the project, to ACU-BG NAGARA, for undertaking activities as detailed in Annexure-I, besides other terms and conditions to be mutually agreed upon by all the parties shall be a part and parcel of the MoA.
- 1.2. To supply the required quantity of research sample (Chitin/Chitosan/Cellulose covered under the work) and CSB-CSRTI-MYSURU shall also provide necessary technical supports.
- 1.3. CSB-CSRTI-MYSURU shall designate scientists or specialists to visit the ACU-BG NAGARA periodically for reviewing the progress of the work and for suggesting such measures as to ensure timely realization of the objectives of the Project.
- 1.4. CSB-CSRTI-MYSURU shall facilitate periodical meetings of the group of scientists constituted for the purpose “BPS01027CN: Immunomodulatory and Adjuvant effects of

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Chitosan Nanoparticles Extracted from *Bombyx mori*" and "BPS01028CN: Value Addition of Cellulose and Chitin Isolated from Sericulture Waste for Advanced Packaging Applications" to review the progress and provide necessary guidance to the team, with changes if any as required from time to time.

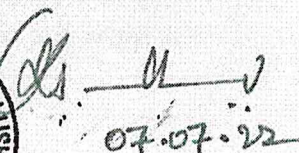
- 1.5. To assist ACU-BG NAGARA to transfer of technology of the products developed.

2. ROLE OF ACU-BG NAGARA

- 2.1. To study on standardization of protocol for "BPS01027CN: Immunomodulatory and Adjuvant effects of Chitosan Nanoparticles Extracted from *Bombyx mori*" and "BPS01028CN: Value Addition of Cellulose and Chitin Isolated from Sericulture Waste for Advanced Packaging Applications" as per the objectives, methodology and milestones indicated in the project proposals.
- 2.2. To estimate the "BPS01027CN: Immunomodulatory and Adjuvant effects of Chitosan Nanoparticles Extracted from *Bombyx mori*" and "BPS01028CN: Value Addition of Cellulose and Chitin Isolated from Sericulture Waste for Advanced Packaging Applications" in a spirit of mutual sharing of scientific knowledge.
- 2.3. To support CSB in devising the format for collecting data on "BPS01027CN: Immunomodulatory and Adjuvant effects of Chitosan Nanoparticles Extracted from *Bombyx mori*" and "BPS01028CN: Value Addition of Cellulose and Chitin Isolated from Sericulture Waste for Advanced Packaging Applications" and its interpretation to finalize the projects outcome, market acceptability/viability, feasibility for specialty niche market, etc.
- 2.4. To obtain necessary regulatory clearance if any applicable for study.
- 2.5. To commercialize the developed products along with the support of CSB-CSRTI-MYSURU wherever required.
- 2.6. To provide necessary facilities and faculty as required for the implementation of the said Project.
- 2.7. To estimate the quantum of work in a spirit of mutual sharing of scientific knowledge.
- 2.8. To support CSB-CSRTI-MYSURU in devising the format for collecting of data and its interpretation to finalize the project outcome, market acceptability/viability, feasibility for specialty niche market, etc.
- 2.9. To do validation of product developed and transfer of technology (to the field, if necessary) in association with CSB-CSRTI-MYSURU.
- 2.10. To permit the Scientist(s) authorized by CSB-CSRTI-MYSURU to work with the Research and Development team of ACU-BG NAGARA, who are involved in the implementation of the said Projects.
- 2.11. To recruit the required number of scientific staff/Fellows as sanctioned by CSB. The recruitment of the said personnel shall be purely on contractual terms and conditions such that the contract for engagement of the man power shall be co-terminus with the said


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Projects. At any level no binding is on CSB to support the Project staff after the project period.

- 2.12. To furnish progress report of the work on the Project in the prescribed format, on monthly, quarterly basis and at the end of the project, for further review by the concerned designated Working Group/ Task force/ Research Council/ Research Advisory Committee/ Research Coordination Committee, etc of CSB, in the prescribed format. In addition to this, the ACU-BG NAGARA shall designate Scientists or specialists to visit the CSB or its R&D Institutes periodically for suggesting such measures as to ensure early realization of the objectives of the project and on completion of the project, two copies of a consolidated report of the work on the subject would be submitted to CSB.
- 2.13. To maintain a separate audit head of account for the grants, if any received from CSB-Bengaluru for the Project and submit Utilization Certificate in prescribed format, an annual audited statement of expenditure, as on 31st March of the year, incurred under the project, along with necessary enclosures for the outstanding balances.
- 2.14. To ensure effective utilization of grant given by CSB for the purpose for which it was granted and to ensure timely progress of the project work.
- 2.15. To extend other incidental services (unforeseen) required to implement the project satisfactorily.

3. DURATION OF THE PROJECT

- 3.1. Total duration of the Project shall be **Two Years** from the date of the sanctioning of the Project by CSB. Any extension of the Project shall be subject to approval of competent authority of CSB/ mutual consent of the collaborating institutes.

4. DURATION OF MEMORANDUM OF AGREEMENT

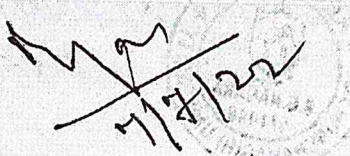
- 4.1. The MOA will remain in force for a period of **Three Years** and until all claims are settled between CSB-CSRTI-MYSURU and ACU-BG NAGARA.

4.2. SHARING OF THE FACILITIES

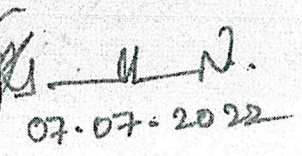
- 4.2.1. All the parties have agreed to provide access to each other at their existing facilities, which includes laboratories and other facilities available at both the institutions for pursuing collaborative research work initiatives. All the Parties also agree that, for usage of the laboratory space and instruments, prior request should be made by the party intending to use the other Party's facilities indicating the type of work and the duration of the work, as per the work elements.

5. RIGHTS OF OWNERSHIP / TECHNOLOGY TRANSFER AND UTILIZATION

- 5.1 Any technology/Innovation/Intellectual property generated through the project shall be the property of CSB-CSRTI-MYSURU and ACU-BG NAGARA. It shall be the joint responsibility of CSB-CSRTI-MYSURU and ACU-BG NAGARA to take necessary action







for protection of the intellectual property rights arising out of the PROJECT(S) through proper instruments such as patents, copyrights, etc.

- 5.2 The know-how developed under the project may be transferred by CSB-CSRTI-MYSURU and ACU-BG NAGARA to other entrepreneurs on a non-exclusive basis on such terms and conditions as may be determined by CSB-CSRTI-MYSURU.
- 5.3 The benefit sharing upon commercialization and subsequent royalty shall be in the ratio of 60:40 between CSB-CSRTI-MYSURU and ACU-BG NAGARA respectively, subject to realization of costs incurred by CSB. However, the cost of filing and maintaining the IP rights will be borne equally by CSB-CSRTI-MYSURU and ACU-BG NAGARA.
- 5.4 All the assets including the equipment and produce acquired will be the property of CSB and shall not be utilized for purposes other than those for which the grant has been sanctioned. The rights of CSB under this MoA shall not be transferred by ACU-BG NAGARA to any other party without prior approval in writing of CSB.
- 5.5 Information relating to the research results and scientific material (reports, articles, books) will be exchanged freely keeping in mind the mutually agreed provisions of intellectual property ownership. All the publications shall be jointly brought out and it shall be the responsibility of CSB-CSRTI-MYSURU and ACU-BG NAGARA to ensure that support of CSB is suitably acknowledged in the publications (papers, reports, etc) arising out of the project. Further, CSB shall be the final custodian of the entire data generated from the projects.
- 5.6 For the purpose of this MoA the term "intellectual property" shall mean any and all works and property including but not limited to all intellectual property ideas, inventions, concepts, products, improvement innovations, discoveries, development methods, formulae, techniques, software know-how and writings made, conceived and reduced to practice.
- 5.7 All other terms and conditions of the grant shall be as per Annexure-I, which forms part and parcel of this MoA.

6. CONFIDENTIALITY

- 6.1. Confidential information shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this MoA or any subsequent MoA, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However, confidential information shall not include any data or information which:
 - a) is or becomes publicly available through no fault of the receiving party.
 - b) is already in the rightful position of the receiving party prior to its receipt of such data or information.
 - c) is independently developed by the receiving party without reference to the confidential information of the disclosing party.
 - d) is rightfully obtained by the receiving party from a third party or is in the public domain.

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- e) is disclosed with the written consent of the party whose information it is, or
f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.
- 6.2. During the tenure of the MoA both the parties will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MoA for any purpose other than in accordance with this MoA.
- 6.3. Both the parties shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this MoA.
- 6.4. Further, both the parties shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

7. MONITORING

- 7.1. The schedule for release of grants shall be as under subject to restricting to the budgetary allocation approved in the projects.
80% - on entering into MoA.
10% - on submission of the utilization of the first instalment and desired progress.
10% - on submission of the utilization of the second instalment and final draft of the process document. Progress report in the specified format, samples for large scale trials, etc., to follow and completed within the project period.
- 7.2. The progress of implementation of the project and proper utilization of grants shall be reviewed by the CSB and by the designated monitoring committee set up by CSB.
- 7.3. The periodical progress of physical achievements and the utilization of funds, statement of expenditure shall be evaluated by the monitoring committee and concerned audit and account authorities at CSB.
- 7.4. The Comptroller and Auditor General of India, at his discretion shall have the right of access to the books and accounts of CSB-CSRTI-MYSURU and ACU-BG NAGARA for the grants received from CSB for these two projects.
- 7.5. The CSB may terminate the grant at any stage, if it convinced that the grant has not been properly utilized or appropriate progress has not been made. In the event CSB terminates the grant ACU-BG NAGARA shall handover all data/ documents including technical details and equipment purchased related to the projects. Any unspent part of amount to be surrender to CSB through an account payee demand draft along with the utilization certificate (UC).
- 8. TERMS OF UNDERSTANDING, AMMENDMENT, RESOLUTIONS AND TERMINATION**
- 8.1. *Any amendments and /or addenda to the MoA shall be in writing and signed by the parties hereto and shall only after such execution be deemed to form part of the MoA and have the effect of modifying the MoA to the extent required by such amendment or addenda.*

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- 8.2. This MoA shall remain in force from the date of signature by both parties and shall continue in effect until either of the Parties expresses, in writing, to the other, a desire to terminate with one month written notice for termination of the MoA. This understanding may be extended further if necessary based on mutually agreed terms and conditions.
- 8.3. After this MoA has been signed, all preceding understandings/ negotiations and correspondence pertaining to it shall become null and void.
- 8.4. The amount of project, payment mode, indemnification, utilization certificate mode, third party evaluation, if any shall be looked after by the concerned parties as per the requirements of CSB.
- 8.5. No failure to exercise and no delay in exercising, on the part of a party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.
- 8.6. Neither PARTY shall be held responsible for non-fulfilment of their respective obligations under this MoA due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, War, Flood, Earthquakes, Strike, Lockouts, Epidemics, Riots, Civil Commotion, etc., provided on the occurrence and cessation of any such events, the PARTY affected thereby shall give a notice in writing to the other PARTY within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.
- 8.7. The developed products shall be synthesized (put to field trials, if necessary), up-scaling and expanding to various field units be carried out.
- 8.8. Efforts to commercialize and promote these products shall also be attempted jointly by CSB-CSRTI-MYSURU and ACU-BG NAGARA.
- 8.9. One signed original and two certified copies of this MOA shall be produced with one to reside with each party.
- 8.10. The fund allocation for manpower engagement and the equipment are as indicated in the project proposal and shall be the property of the concerned institute.
- 8.11. The equipment purchased with the project fund shall be clearly marked and tagged with the project title.
- 8.12. Both the parties shall not, during the term of this MoA directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.
- 8.13. The selection of concerned JRF/PA, payment to them, duration of engagement, essential qualification and quantum of payment to be made shall be done by concerned parties as per the guidelines of CSB.

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9. ARBITRATION

- 9.1 In the event of any question, dispute or difference whatsoever arising between the parties to this MoA out of or relating to the construction, meaning scope, operation or effect of this MoA or the validity of the breach thereof shall be settled by mutual consultation and discussion, failing which same may be referred to an Arbitrator to be nominated / appointed by the Member Secretary, CSB or as per the provisions under Indian Arbitration and Conciliation Act 1996 as amended from time to time. The language of arbitration will be in English.
- 9.2 The provisions of the Arbitration and Conciliation Act, 1996 and or the guidelines of ICADR 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 re-enactments thereof.

10. GOVERNING LAW

- 10.1 This MoA shall take effect in accordance with the laws of India and subject to the jurisdiction of courts at Bengaluru.

SEAL OF PARTIES

IN WITNESS WHEREOF the parties hereto have signed, sealed and delivered this MoA on the day, month and year first above written.

For and on behalf of ACU-BG NAGARA

Signature [Signature]

Name Dr. C.K. Subbaraya

Designation Registrar

Seal **Dr. C.K. Subbaraya**
Registrar
Adichunchanagiri University
B.G.Nagara-571448

Witnesses: (Name and Address)

1. K. Prashantha 7.7.22
(Prashantha Kalappa)

2. Pandareesh M.D 07.07.2022
(Dr. PANDAREESH. M.D)

For and on behalf of CSB-CSRTI-MYSURU

Signature [Signature]

Name Dr. B. B. M. LAL

Designation Director

Seal **Dr. B. B. M. LAL**
Director
Central Sericulture Research and Training Institute
(Central Silk Board - Govt. of India.)
MYSURU-570003

Witnesses: (Name and Address)

1. Madhusudan K.N. 7/7/22
Scientist - D, CSRTI, Mysore.

2. [Signature] 7/7/22
(Dr. Manjunatha. G.R., CO-CSB. (Mysr))

Date: 07-07-2022.

Place: ACU, B.G. Nagara.

