

महाराष्ट्र MAHARASHTRA

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जयवंत अ. देशमुख
(मुद्रांक विक्रेता)
अमरावती शहर
दि. 3/12

MUTUAL AGREEMENT



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MEMORANDUM OF UNDERSTANDING (MOU) FOR
IMPLEMENTATION OF PROJECT PROPOSAL UNDER
MAHARASHTRA GENE BANK (Crop Genetic Biodiversity)

This Memorandum of Understanding for implementation of project under Director, Maharashtra Gene Bank Project (Special Cell), Maharashtra State Biodiversity Board, Nagpur is entered into on this day of 31st Dec., 2024 At Nagpur.

BETWEEN

Shri Shivaji Science college, Shivaji Nagar, Morshi Road, Amravati-444603, (M.S.), named as a Party No. (1)

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AND

The Director, Maharashtra Gene Bank Project (Special Cell), Maharashtra State Biodiversity Board, Nagpur, named as a Party No. (2)

Where as Shri Shivaji Education Societ's, Shri Shivaji Science College, Shivaji Nagar, Morshi Road, Amaravati, was established in 1958 with a combination of faculties namely Science, Arts, Commerce, Law and Agriculture, and was separated as a Science Faculty in 1969. With its first accreditation in 2001 with an "A" (Four Star) grade, and reaccredited in 2008, with an "A" Grade (Very Good) with a CGPA 3.10, by NAAC. Once again NAAC has endorsed quality of this college by adjudging it as "A" Grade College with a CGPA 3.13 in the Third Cycle of accreditation. -(Hereinafter referred to as 'Party No. (1) which term shall mean & include its successors in title, Directors, permitted assignee) is a ~~Non Government Organization~~ / **Educational Institute / Research Institute / Government / Semi-Government Institute** constituted under Society's Registration Act, 1860 dedicated to research and teaching in the basic sciences, and outreach activities related to science promotion and awareness.

And whereas the Maharashtra State Biodiversity Board having its registered office at Jaiva Vividhata Bhavan, Kadimbag, Civil Lines, Nagpur – 440001, is a statutory body of Govt. of Maharashtra formed as per the provisions of the Biodiversity Act 2002 and is the regulatory body for biodiversity related issues in the state.

Whereas the State Government has principally approved the Maharashtra Gene Bank Project as per G.R. No. WLP-1221/CR.324/F-1 dated 25/05/2022 and constituted special cell as a Maharashtra Gene Bank Project and it's registered office at Director, Maharashtra Gene

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Bank Project (Special Cell), Maharashtra State Biodiversity Board, Ravi Nagar, Civil Lines, Nagpur-440001.

And whereas the the work order is being issued to Party No.1 on following objects as per approval of the 4th Executive Committee, subject to fulfilment of terms and conditions.

1. Title of the Project Proposal : Establishment of the centre for herbal products development & Validation.
2. Objectives:
 - A. **Short Term**
 - a) Establishment of the Research Facility
 - b) Capacity Building and Training
 - c) Phytochemical Studies
 - d) Community Engagement and Stakeholder Collaboration
 - B. **Long Term**
 - a) Development and Validation of Plant-Based Products
 - b) Sustainable Cultivation and Resource Management with the help of locals
 - c) Commercialization and Market Linkage
 - d) Sustainability and Scalability of the Project
3. Name of the P.I. : Dr. Ankit S. Kale.
Contact No.- 9975363571,
Email: shivajiscamt.office@gmail.com
4. Area: Amravati District.
5. Duration: **03 Years.**
6. Allotment of grants for Project works (2024-25): **Rs. 18.00 Lakh (Eighteen Lakh Rupees Only).**(2024-25, 2025-26 & 2026-27).

The following terms and conditions will be binding on both the parties for implementing the project proposal.

TERMS AND CONDITIONS

Initial

1. Project Agencies i.e., (Party No.1) are advised to study all instructions, application forms, brochures, terms, requirements and other information insisted by Director, Maharashtra Gene Bank Project (Special Cell), Maharashtra State Biodiversity Nagpur (Party No. 2), for the implementation of proposal.
2. The thrust area of these projects is to "Conservation of Biological / Genetic resources and its propagation" at local level, for the benefit and welfare of the community". Therefore, project agency / organization (Party No. 1), while implementing the proposals, ensures that, the objectives have to be achieved. Therefore overall control / supervision over the project will be of Director, Maharashtra Gene Bank Project (Special Cell), Maharashtra State Biodiversity Board, Nagpur (Party No. 2).
3. In case of any material violation of any of the terms and conditions by Project Agency, (Party No. 1) the Director, Maharashtra Gene Bank Project (Special Cell), Maharashtra State Biodiversity Board, Nagpur (Party No. 2), reserve its right to unilaterally terminate the project. In case of any dispute, the decision of the Principal Secretary (Forest), Revenue & Forest Department, Maharashtra State will be final and binding on the both parties.
4. The Income Tax / GST / Services taxes / TDS and other statutory taxes if applicable shall be deducted from the payment of (Party No. 1).
5. The project agency (Party No. 1), should complete project within the 3 years period as per work order. If the work is not completed in 3 years period the (Party No 2) shall reserves its



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right to terminate the contract. The (Party no. 1) shall also be liable to pay penalty of 25 percent on the project cost.

6. The Director, Maharashtra Gene Bank Project (Special Cell), Maharashtra State Biodiversity Board, Nagpur (Party No. 2) will not be responsible for any natural/ accidental calamities, casualties, losses/ damaged caused at sites, while implementing project by (Party No. 1).
7. A Bank guarantee as a security deposit 2 % of proposal amount (Rs. 36000/-) , by recognized Nationalised Banks, Drafts / Certificates or by RTGS/NEFT, after sanctioning project proposal should be furnished by (Party No.1). (Government Organizations and Government Colleges/ Institutions are exempted).
8. The Project Agency, Party No.1 shall not abandon the assigned works, misappropriate or misuse any project fund at any time during the scheduled period. Any failure in this regard will attract legal action, penalties/ fines/ compensation as per Govt norms, regulations and also forfeit security deposit. The amounts will be recovered alongwith interest from the (Party No. 1.) as per existing Bank Rules / Govt. Resolution.
9. Work order will be issued by (Party No. 2) to Party No.1. The payment will be released in installments as per the percentage of work done after submission of utilization certificate of previous released installment. Installment slabs of payment as per percentage of work done is mentioned below.
 - a. For 1st year 50 % in three installment. (10%, 20% & 20%)
 - b. For 2nd year 25 % in two installment. (10% & 15%)
 - c. For 3rd year 25 % in two installment. (10% & 15%)

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10. The payment will be released through RTGS/ NEFT, online or on given Bank account number with IFSC Code to Party No.1 and after executing MOU.
11. For releasing the installments, the payments shall be made to Party No.1 after submission of work bills, satisfactory completion certificate of project, fund utilization certificate, (Percentage wise) should be submitted from competent authority of the current project works.
12. The Project Agency (Party No. 1) should maintain Measurement Book / Registers, signed by the competent authority including Geo-coordinate photographic/video graphics and bio-repository otherwise next installment will not be released.
13. Without prior permission from Director, Maharashtra Gene Bank Project (Special Cell), Maharashtra State Biodiversity Board, Nagpur, (party no. 2), the project agency (party no 1) will not publish any research papers, articles, books, leaflets/pamphlets, Magazines, result of research or other outcomes may not be used for commercial purpose. Otherwise appropriate action will be taken as per the provisions of Biodiversity Act, 2002 and Amendment Act 2023 and their Rules.
14. The project agency i.e., (Party No. 1) should take care for avoiding damages to local indigenous species / biodiversity resources, while executing the project. Otherwise appropriate action will be taken as per the provisions of Biodiversity Act, 2002 and Amendment Act 2023 and their Rules.
15. Duplication & replication of Project Work should be avoided.
16. A detailed estimate of Project with technical approval of the competent authority should be submitted to Director, Maharashtra Gene Bank Project (Special Cell), Maharashtra

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State Biodiversity Board, Nagpur office within 15 days (by Party No.1). in case of failure Party No. 2 have right to stop the future payment & terminate the project work. Director MGB, Reserve rights to give extension on a request of Project investigator under some unavoidable circumstances.

17. The Project Agency who has carried out the Project Work in MGB 1st Phase should disclose detailed information (such as nature of work, area of work, duration of project, project cost, utilization of funds, and outcomes of the projects etc.). Work order will be issued after submission of detail information.
18. Project Agency should take Geo-tagged photos, videography, and documents before, ongoing & after completion of the Project work and submit to Director, Maharashtra Gene Bank Project (Special Cell), Maharashtra State Biodiversity Board, Nagpur office.
19. If the Principal Investigator (PI) fails to complete or leaves the Project work in between then the concerned project will be allotted to other agencies appointed by Director, Maharashtra Gene Bank Project (Special Cell), Maharashtra State Biodiversity Board, Nagpur office & the spent amount will be recovered from the PI.
20. The quality of Project Work should be of high standard with tangible outputs.
21. The Capacity Building & Involvement of local community should be prioritized for project sustainability and long term benefits.
22. The provisions of the Biodiversity Act, 2002 and Amendment Act 2023 and their Rules will be applicable.



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23. Audited reports of Statement of Expenditure should be submitted after completion of project Work.
24. The Party No.2 reserves the right to cancel, modify the Work Order, extend the duration, objective of projects, area of work & allotted budget.
25. Monitoring & supervising of project work shall be carried out by Director, Maharashtra Gene Bank Project (Special Cell), Maharashtra State Biodiversity Board, Nagpur from time to time.
26. Monitoring, Reviewing, Evaluation, Social Audit and Financial Audit of the project shall be carried out time to time by Director, Maharashtra Gene Bank Project (Special Cell), Maharashtra State Biodiversity Board, Nagpur (Party No. 2), and their final report will be submitted to Member Secretary, Maharashtra State Biodiversity Board Nagpur and Executive Committee chaired by Principal Secretary (Forests).

Termination of Agreement :-

Whereas any breach of the agreement by either party of any of its respective obligations here under, may be waived by the other party in writing, provided that such waiver shall not preclude the party granting the waiver from claiming the fulfillment of any obligations set out herein at any other time a breach of similar or different in nature, is made. Failure of one party to claim upon its rights with respect to a breach hereof by the other party, shall not, in the absence of a written waiver executed and delivered as provided in the preceding sentence, be deemed a waiver of its rights.

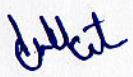
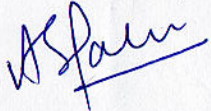

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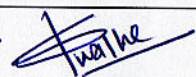
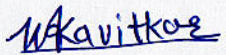
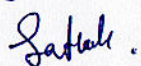
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Where as any dispute arising in relation to or in connection with this agreement between the parties shall be resolved by mutual negotiations (within jurisdiction of Nagpur). In case of any unresolved dispute, the parties shall refer the said dispute for, arbitration, to the Principal Secretary (Forest) shall be final and binding on both the parties.

Both the parties have Signed this agreement on this day of dated 31/12/2024 in the presence of witness at Nagpur.

Party No. 1	Party No.2
Shri Shivaji Science college, Shivaji Nagar, Morshi Road, Amravati- 444603, (M.S.)	

For and on behalf	For and on behalf
1. Dr. Ankit S. Kale Assistant Professor, Shri Shivaji Science college, Shivaji Nagar, Morshi Road, Amravati- 444603, (M.S.) 	On behalf of Member Secretary, Maharashtra State Biodiversity Board, Nagpur, Director, Maharashtra Gene Bank (Special Cell), Maharashtra State Biodiversity Board, Nagpur.
2. Dr. Anita S. Patil Professor, Sant Gadge baba Amravati University, Amravati (MS) 	 Dr. Vinita Vyas, IFS Director Maharashtra Gene Bank (Special Cell) Maharashtra State Biodiversity Board Nagpur

Witness	Witness
1. Dr. Haniprasad M. Pailoo 	1.  (Saurabh J. Walke)
2. Kallyani A. Kavittkar 	2. Sunyuktha Athawale 



THE EXECUTANT APPEARED BEFORE ME AND SIGNED THE DOCUMENTS HEREIN AND ADMITS THE CONTENTS AND EXECUTION HERE OF TO HAVE BEEN MADE BY HIM/HER FREELY AND VOLUNTARILY. THE SIGNATURE OF THE EXECUTANT IS ATTESTED BY ME. HE/SHE IS IDENTIFIED BY SHRI/SMT/ KU. Dr. Hariprasad Patilrao. I KNOW BY ME PERSONALLY BEING SATISFIED ABOUT VOLUNTARY EXECUTION THE DEED IS HERE BY ATTESTED ON THIS DAY 21st OF Dec. 2024



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MANISHA M. SATHONE
ADVOCATE & NOTARY
C/o. Dr. Prakash V. Ghushe Plot No. K-9.
Bharat Nagar, Opp. LIT, College.
Amravati Road, Nagpur



Handwritten notes and signatures at the bottom of the page, including the name 'Kallam A. Karikar'.