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नंबर: 33122 श.

तारीख: ८ भाद्र २०१५

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Program Implementation Agreement

Entered into on 27th Day of AUGUST, 2015 ("Effective Date")

By and Between

Society for Research and Initiatives for Sustainable Technologies and Institutions (hereinafter called as SRISTI), a Society registered under Society Registration Act, 1860 having its office at AES Boys Hostel Campus, Near Gujarat University Library & SBI, Navrangpura, Ahmedabad-380009, Gujarat, India (hereinafter called SRISTI) of the First Part.

AND

Biotechnology Industry Research Assistance Council, a company registered under the Companies Act 2013 as a Government of India Enterprise of Department of Biotechnology, Ministry of Science and Technology having its office at 1st Floor, MTNL Building, 9 CGO Complex, Lodhi Road, New Delhi 110003 (hereinafter referred to as "BIRAC") of the Second Part.



WHEREAS both the First Part and the Second Part shall be collectively referred to as Parties hereafter.

AND WHEREAS the Parties signed an MOU on 4th March, 2015 to expand and populate innovation funnel especially in early stage innovations in the realm of biotechnology/life sciences/healthcare including medical devices & diagnostics for meeting unmet societal needs through frugal and sustainable approaches, and to partner in any other areas of co-operation as agreed to by parties from time to time, under which BIRAC-SRISTI GYTI Awards and BIRAC-SRISTI GYTI Appreciation Awards (hereinafter referred to as "Program" jointly or severally) were constituted

NOW THEREFORE, the Parties hereby agree on the "Program Implementation Agreement" ("PIA") as provided hereunder for valid consideration

- I. SRISTI will establish a Project Management Unit (PMU-BIRAC-SRISTI) at its premises. The PMU-BIRAC-SRISTI will be responsible for the conceptualizing, implementing, monitoring and managing the two projects – BIRAC-SRISTI GYTI Awards (up to Rs. 15 Lakhs) and BIRAC-SRISTI GYTI Appreciation Awards (Rs 1.00 Lakh). SRISTI will receive the funding support from BIRAC for the establishment and functioning of the PMU-SRISTI. The PMU-SRISTI will disburse the money in accordance with the guidelines stated under Clause-----VII-----
- II. SRISTI will enter into/issue a distinct Award Letter Agreement ("ALA") with/to the Awardees or the Research Supervisors of the Awardees as the case may be (both jointly or severally referred hereinafter as "Award Recipient") to govern the specific award terms and conditions.
- III. **PMU Composition:**
SRISTI will appoint a PMU-BIRAC-SRISTI comprising the Co-ordinator, Research associate and Database Manager. The estimated annual budget for the PMU expenses is detailed at Annexure I
- IV. The PMU-BIRAC-SRISTI will create a platform to monitor all the supported projects online in real time and an evaluation matrix will be created to gauge the progress of each project.
- V. SRISTI shall submit the Utilization Certificate (UC) and Statements of Expenses (SOE) duly audited by a chartered accountant for the expenditure incurred towards the Program for every half year period ending 30th September, and 31st March, to BIRAC, within a month of closure of the accounts for the respective year; and BIRAC will review the PMU-SRISTI's functioning once a year.

The duration of the Research Projects that are sanctioned BIRAC-SRISTI GYTI Awards shall not exceed the period of Two (2) years from the date of execution/issue of the corresponding ALA. SRISTI shall ensure that the



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Award Recipient receiving such support of not more than 15 lakh INR will submit a report about the achievement of the Research Projects within 30 day from the Date of completion of project.

BIRAC-SRISTI GYTI Appreciation Awards will be for Rs 1.00 Lakh each for upto 100 Research Projects. SRISTI shall insist that the Award Recipients of such Appreciation Award of 1 lakh INR each will provide a report at the end of the Research Project.

VII. Award Disbursement:

The approved amount of BIRAC-SRISTI GYTI Award/Appreciation Award can be released in accordance with the terms of the ALA issued by the PMU-BIRAC-SRISTI to the Award Recipients, provided:

- a. Award disbursement shall be made through NEFT/RTGS
- b. The account that houses the award money can be audited by BIRAC, if required.

VIII. PMU-BIRAC-SRISTI will screen, shortlist and select the 15 projects for BIRAC-SRISTI GYTI Awards, in consultation with BIRAC.

For the BIRAC-SRISTI GYTI Appreciation Awards, the final list of 100 Projects will be submitted to BIRAC by the PMU-BIRAC-SRISTI along with the details of process and guidelines followed for entry, screening and shortlisting.

IX. Project Result Management

- (a) The BIRAC and SRISTI will not seek any interest in any such technology or Intellectual property (IP) that will be generated through the awarded Project. The Project IP shall be managed in terms of the concerned Institute Policy and /or in terms of the mutual arrangement between the Research Supervisor and the Awardee.
- (b) If there is no available mechanism at Supervisor's Institute for Technology Transfer / Licensing, in that case BIRAC and SRISTI may be approached for required help through their own mechanism.
- (c) SRISTI shall provide for in the ALA that it will be obligatory on the part of the Award Recipients to acknowledge the support of BIRAC-SRISTI GYTI Award or BIRAC-SRISTI GYTI Appreciation Awards (along with the respective year) wherein the project research results in any publications (online and print), patent/IP filed and/or generated.

- X. Both the Parties will acknowledge each other's contributions in all related matters. Any Journal publications, books, reports, articles, promotional material/event related to BIRAC-SRISTI GYTI Awards/ Appreciation Awards programme should clearly mention the contribution of BIRAC.

XI. Confidentiality:



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During the tenure of this PIA, SRISTI and BIRAC on its behalf and on behalf of its employees, representatives and associates agree to maintain strict confidentiality of sensitive information and will not disclose the same to any third party. Disclosure thereof for any purpose other than in accordance with this PIA shall be a breach that may invite legally equitable remedial measures.

XII. **Duration of PIA:**

This PIA is valid up to 3rd March, 2018, which can be extended further by mutual agreement of both the Parties in writing.

XIII. **Termination Clause:**

This PIA can be terminated by either of the parties on a three months' notice in writing duly served on the other party. The termination of the PIA will not extinguish the confidentiality obligations as provided above.

Notwithstanding the terms stated here above and in the event of such termination, the funding decision under both the initiatives shall be considered by BIRAC on a case to case basis.

XIV. **Arbitration Clause:**

In case, any dispute or difference arises relating to the interpretation of this PIA or duties/obligations or liabilities of the parties or on matters of any kind whatsoever arising out of or in connection with this PIA, BIRAC & SRISTI shall endeavour to settle such disputes or differences amicably by mutual discussion. The unresolved disputes between the parties will be settled by the way of arbitration. The Secretary of Department of Biotechnology will appoint the sole arbitrator and whose decision will be binding on both the parties. The venue of arbitration shall be New Delhi and the arbitration proceedings shall be conducted in English Language. The arbitration will be conducted in accordance with the Arbitration & Conciliation Act, 1996 and rules thereunder.

XV. **Severability:**

In case any one or more of the provisions or parts of a provision contained in this PIA shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this PIA; and this PIA shall, to the fullest extent lawful, be construed as if such invalid or illegal or unenforceable provision, or part of a provision, had never been contained herein.

XVI. **Amendments to the PIA:**

No amendment or modification of this PIA shall be valid unless the same is made in writing by the Parties or their authorized representatives specifically stating the same to be an amendment of this PIA. The modifications / changes shall be effective from the date on which they are made / executed unless otherwise agreed to.

XVII. **Governing Law:**

This PIA shall be governed and interpreted in accordance with Laws of India. Courts of New Delhi will have exclusive jurisdiction in respect of this PIA.

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IN WITNESS WHEREOF the Parties hereto through its duly authorized representatives have signed this PIA on the day, month and year mentioned hereinbefore.

Parties

For and on behalf of "SRISTI" duly authorized vide Authority Letter dated 22 Apr 2015

SRISTI	
Signature 	
Name Mr. Ramesh Patel,	
Designation secretary	
Official Seal	
Witnesses	
Signature 	Signature 
Name Dr. Nirmal S Sahay	Name Arunmayi Mohanta
Address SRISTI	Address SRISTI

For and on behalf of BIRAC	
Signature 	
Name SATYA PRAKASH DASH	
Designation HEAD, SPED	
Company Official Seal	
Witnesses	
Signature 	Signature 
Name ANKUR GUPTA	Name Alka Sharma
Address BIRAC	Address MTNL, Building, 9CGO Complex, Lodhi Road N.D.