

**FORMAT (DRAFT) OF MEMORANDUM OF UNDERSTANDING (MoU)**

THIS MEMORANDUM OF UNDERSTANDING is made on this ..... day of ....., Two thousand and ..... BY AND BETWEEN the **Central Silk Board** (CSB), Ministry of Textiles, BTM Layout, Madiwala, Bangalore- 560 068, 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 ....., CSB to enter into this understanding on behalf of Central Silk Board, herein after called “**CSB, Bangalore**” (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

....., having its registered office in ..... is represented by its ....., hereinafter referred to as “.....” (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**;

AND (if three institutes are collaborating)

....., having its registered office in ..... is represented by its ....., hereinafter referred to as “.....” (Which expression unless excluded by or repugnant to the subject shall mean and include its successor-in-office and permitted assignees) of the **THIRD PART**;

**PURPOSE OR SCOPE OF MOU**

WHEREAS, the CSB being desirous of sericulture development in the country has accepted / proposed the research proposal on “.....” as a collaborative project with ..... & ..... and has agreed to support the said project for the attainment of its objectives to promote ..... in India.

WHEREAS in consideration thereof all the parties have agreed to enter into this MOU 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 document also forms part and parcel of the MOU (**Annexure-I, page 1 to .....**).

**NOW THE PARTIES HERETO AGREE AS FOLLOWS**

**1 ROLE OF CSB, BANGALORE** (to modify clause-2 as per requirement)

- 1.1. To provide funds to the extent of Rs..... lakhs (Rupees ..... lakhs and ..... thousands only) over a period of ..... years from the date of sanction of the project, to the collaborating institutes, ..... & ....., for undertaking activities as detailed in **Annexure-I**, besides other terms and conditions to be mutually agreed upon by all the .... parties shall be part and parcel of the MOU.
- 1.2. To supply the ..... CSB shall also provide necessary.....
- 1.3. CSB shall designate scientists or specialists to visit the ..... and ..... 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 shall facilitate periodical meeting of the scientists group constituted for the purpose .....to review the progress and provide necessary guidance to the Project, with changes as required from time to time.
- 1.5. To assist..... in field testing and technology transfer of the developed products.
- 1.6. ....

**2 ROLE OF .....** (to modify clauses as per requirement)

- 2.1. To study on standardization of protocol for ....., as per the objectives, methodology and milestones indicated in the project proposal.
- 2.2. To obtain necessary regulatory clearance if any for .....
- 2.3. To commercialize the developed products along with the support of CSB..... wherever required.
- 2.4. To estimate the ..... and spirit for mutual sharing of scientific knowledge.
- 2.5. To support CSB in devising the format for collecting data on ..... & its interpretation to finalize the project outcome, market acceptability/viability, feasibility for specialty niche market etc.
- 2.6. To provide necessary facilities and faculty as required for implementation of the said Project.
- 2.7. To permit the Scientist(s) authorized by the CSB to work with the Research and Development team of the ..... who are involved in the implementation of the said Project.

- 2.8. To recruit the required number of scientific staffs/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 Project. At any level no binding is on CSB to support the Project staffs after the project period.
- 2.9. The ..... will furnish progress report of the work on the Project in the prescribed format, on 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 ..... 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, besides samples for large scale trials of the .....
- 2.10. To maintain a separate audit head of account for the grants, if any received from CSB, Bangalore for the Project and submit Utilization Certificate in prescribed format, an annual audited statement of expenditure, as on 31" March of the year, incurred under the project, along with necessary enclosures for the outstanding balances.
- 2.11. To ensure judicious utilization of grants given by CSB for the purpose for which it was granted and to ensure timely progress of the project work.
- 2.12. To extend other incidental services required to implement the project satisfactorily.
- 2.13. ....

**3 ROLE OF .....** (if three institutes are collaborating, to modify clauses as per requirement)

- 3.1. To study on standardization of protocol for ....., as per the objectives, methodology and milestones indicated in the project proposal.
- 3.2. To obtain necessary regulatory clearance if any for .....
- 3.3. To commercialize the developed products along with the support of CSB..... wherever required.
- 3.4. To estimate the ..... and spirit for mutual sharing of scientific knowledge.
- 3.5. To support CSB in devising the format for collecting data on ..... & its interpretation to finalise the project outcome, market acceptability/viability, feasibility for specialty niche market etc.
- 3.6. To provide necessary facilities and faculty as required for implementation of the said Project.

- 3.7. To permit the Scientist(s) authorized by the CSB to work with the Research and Development team of the ..... who are involved in the implementation of the said Project.
- 3.8. To recruit the required number of scientific staffs/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 Project. At any level no binding is on CSB to support the Project staffs after the project period.
- 3.9. The ..... will furnish progress report of the work on the Project in the prescribed format, on 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 ..... 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, besides samples for large scale trials of the .....
- 3.10. To maintain a separate audit head of account for the grants, if any received from CSB, Bangalore for the Project and submit Utilization Certificate in prescribed format, an annual audited statement of expenditure, as on 31" March of the year, incurred under the project, along with necessary enclosures for the outstanding balances.
- 3.11. To ensure judicious utilization of grants given by CSB for the purpose for which it was granted and to ensure timely progress of the project work.
- 3.12. To extend other incidental services required to implement the project satisfactorily.
- 3.13. ....

#### **4. DURATION OF THE PROJECT**

- 4.1. Total duration of the Project shall be ..... 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.

#### **5. DURATION OF MEMORANDUM OF UNDERSTANDING**

- 5.1. The MOU will remain in force for the duration of the project i.e., .....and until all claims are settled between CSB, ..... and .....Any extension of the Project shall be subject to approval of competent authority of all the collaborating institutes.

#### **5.2. SHARING OF THE FACILITIES**

- 5.2.1. 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.

## **6. RIGHTS OF OWNERSHIP / TECHNOLOGY TRANSFER AND UTILIZATION**

6.1. The terms with respect to title to and exploitation of intellectual property including Trade and Service marks, Copyrights, Patents, Designs and Confidential Information on the subject will be governed by the IPR policy of CSB. However, due recognition and credit shall be given to the Institutes generating such intellectual property. It shall be the responsibility of CSB to take necessary action for protection of the Intellectual Property Rights (IPR) arising out of the project and duly assign or transfer of the same to the CSB for obtaining IPR rights.

**or**

*Any technology/Innovation/Intellectual property generated through the project shall be the joint property of CSB, ..... and ..... It shall be the responsibility of CSB to take necessary action for protection of the intellectual property rights arising out of the PROJECT through proper instruments such as patents, copyrights, etc.*

**or**

*Any technology/Innovation/Intellectual property generated through the project shall be the joint property of CSB, ..... and ..... It shall be the joint responsibility of CSB, ..... and ..... to take necessary action for protection of the intellectual property rights arising out of the PROJECT through proper instruments such as patents, copyrights, etc.*

6.2. The know-how developed under the project may be transferred by CSB (or jointly by CSB, ..... and .....) to other entrepreneurs on a non-exclusive basis on such terms and conditions as may be determined by CSB (or jointly by CSB, ..... and .....).

6.3. Technology developed out of this research project shall be jointly patented and sharing of any royalty received by transferring/selling the technology shall be kept with CSB, Bangalore in view of the project being totally funded by CSB.

**or**

*The benefit sharing upon commercialization and subsequent royalty shall be in the ratio of ...: ...: .....between CSB, ..... and ..... (subject to realization of costs incurred by CSB)*

**or**

*The commercialization rights on exclusive basis will rest with the entrepreneur/ industrial partner..... for .....years (subject to realization of costs incurred by CSB). Later the commercialization rights rest with CSB or jointly by CSB, ..... and ..... at the ratio of ...: ...: ..... The benefit sharing upon commercialization and subsequent royalty shall be in the ratio of ...: ...: ..... between CSB, ..... and .....*

- 6.4. All the assets including the equipments 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 MoU shall not be transferred by ..... and ....., to any other party without prior approval in writing of CSB.
- 6.5. 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 ..... and ..... 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 project.
- 6.6. For the purpose of this MoU 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.
- 6.7. All other terms and conditions of the grant shall be as per Annexure-I, which forms part and parcel of this MOU.

## **7. CONFIDENTIALITY**

- 7.1. Confidential information shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this MoU or any subsequent MoU, 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.
- 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.

7.2. During the tenure of the MOU both the parties will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

7.3. 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 MoU.

7.4. 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.

**8. MONITORING**

8.1. The schedule for release of grants shall be as under subject to restricting to the budgetary allocation approved in the project.

- ....% - on entering into MoU
- ....% - on submission of the utilization of the first installment and .....
- ....% - on submission of the utilization of the first installment 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.

8.2. 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.

8.3. The periodical progress of physical achievements and the utilization of funds, statement of expenditure shall be evaluated by the monitoring committee and concerned audit & account authorities at CSB.

8.4. The Comptroller and Auditor General of India, at his discretion shall have the right of access to the books and accounts of ..... and ..... for the grants received from CSB for this project.

8.5. 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, ..... and ..... shall handover all data/

documents including technical details and equipment purchased related to the project. Any unspent part of amount to be surrendered to Central Silk Board through an account payee demand draft along with the utilization certificate (UC).

**9. TERMS OF UNDERSTANDING, AMENDEMENT, RESOLUTIONS AND**

**TERMINATION** (to modify clauses as per requirement)

- 9.1. Any amendments and /or addenda to the MoU shall be in writing and signed by the parties hereto and shall only after such execution be deemed to form part of the MoU and have the effect of modifying the MoU to the extent required by such amendment or addenda.
- 9.2. This MOU 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.
- 9.3. After this MoU has been signed, all preceding understandings / negotiations and correspondence pertaining to it shall become null and void.
- 9.4. 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.
- 9.5. 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 and cumulative and not exclusive of any right, remedies, powers and privileges provided by law.
- 9.6. Neither PARTY shall be held responsible for non-fulfillment of their respective obligations under this MoU 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
- 9.7. The developed products shall be synthesized and put to field trials, up-scaling and expanding to various ..... (field units etc.) be carried out.
- 9.8. Efforts to commercialize and promote these products shall also be attempted jointly by CSB and ..... & ..... (to retain as per requirement).
- 9.9. One signed original and two certified copies of this MOU shall be produced with one to reside with each party (to modify as per requirement).



- 9.10. The fund allocation for manpower engagement and the equipment is as indicated in the project proposal and shall be the property of the concerned institute (to retain as per requirement).
- 9.11. The equipment purchased with the project fund shall be clearly marked and tagged with the project title.
- 9.12. Instruments procured/fabricated shall be installed at concerned laboratories as mentioned in the project proposal.
- 9.13. Both the parties shall not, during the term of this MoU 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.
- 9.14. The selection of JRF/SRF, payment to them, duration of engagement, essential qualification and quantum of payment to be made shall be done by ....., ..... & ..... as per the guidelines of ..... (to modify as per requirement).

## **10. ARBITRATION**

- 10.1. In the event of any question, dispute or difference whatsoever arising between the parties to this MoU out of or relating to the construction, meaning scope, operation or effect of this MoU 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 English.
- 10.2. 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 reenactments thereof.

## **11. GOVERNING LAW**

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

IN WITNESS WHEREOF the parties hereto have signed, sealed and delivered this MoU on the day, month and year first above written in presence of

WITNESSES:  
by.....

Signed

1.

2.

(Designation)

For and on behalf of CSB.....

WITNESSES

Signed by.....

1.

2.

(Designation)

For and on behalf of .....

WITNESSES

Signed by.....

1.

2.

(Designation)