

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

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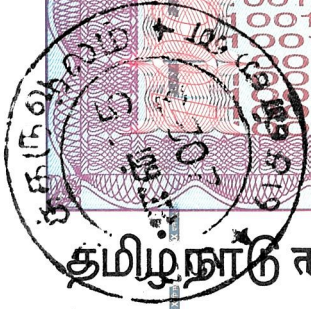


ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL



தமிழ்நாடு தமில்நாடு TAMILNADU

- 2 AUG 2023

CX 374399

निदेशक
DIRECTOR

M. KAILASH CHAND

केन्द्रीय चर्म अनुसंधान संस्थान
CENTRAL LEATHER RESEARCH INSTITUTE
अडयार, चेन्नै, चेन्नई - 600 020
SAIDAPET, CHENNAI-15. ☎ : 9840173096

L.1 THE AGREEMENT

L. 1.1 THIS AGREEMENT made and entered into force this ^{19th} day of **February, 2024** (Two Thousand Twenty Four) between Council of Scientific & Industrial Research, a Society registered under the Societies Registration Act XXI of 1860, having its registered office at Anusandhan Bhavan, 2, Rafi Marg, New Delhi-110 001, (hereinafter referred to as CSIR which expression shall where the context so admits include its successors and permitted assigns) of the one part.

AND

L. 1.2 B.S. Abdur Rahman Crescent Institute of Science & Technology, a Deemed University established under Section 3 of UGC Act 1956, having its address at 120 Seethakathi Estate, Grand Southern Trunk Road, Vandalur, Chennai 600048, Tamil Nadu (hereinafter referred to as BSACIST which expression shall where the context so admits include its successors and permitted assigns) of the other part.
Each shall be referred to as 'party' individually and 'parties' jointly

डॉ. सुभेंदु चक्रवर्ती Dr. SUBHENDU CHAKRABARTI
मुख्य वैज्ञानिक एवं विभागाध्यक्ष Chief Scientist & Head
ज्ञान प्रौद्योगिकी प्रबंधन विभाग
Knowledge & Technology Management Department
सीएसआइआर - केन्द्रीय चर्म अनुसंधान संस्थान
CSIR - Central Leather Research Institute
अडयार, चेन्नै Adyar, Chennai-600 020.

N. Myda
REGISTRAR
B.S. Abdur Rahman
Crescent
Institute of Science & Technology
Vandalur, Chennai-600 048

L.2 PREAMBLE

- L.2.1** Whereas CSIR at its Central Leather Research Institute, Adyar, Chennai - 600020 (hereinafter called CSIR-CLRI), a premiere National Laboratory, has primarily been engaged in R&D activities in leather and allied areas with its core competency in multiple fields including Chemistry, Chemical engineering, Life Sciences, Physical science, Environmental science & technology and Bio-Medical Research and has developed as well as commercialized number of processes / products/knowledge leads in diverse areas including leather processing, chemicals, waste water treatment, utilization of wastes/bioproducts etc.
- L.2.2** Whereas CSIR-CLRI had been awarded a Grant-in-aid Project by the Department of Biotechnology (DBT), Govt. of India, New Delhi, to undertake field implementation of a pilot scale demonstration plant for Green & Sustainable energy from Co-digestion of Organic Fraction of Leftover Food Waste, Vegetable Peels and Fruit Peels for Biogas Generation from Hotel Industry and use of Digestate as Soil conditioner.
- L.2.3** WHEREAS CSIR-CLRI has developed and is in full possession of the Design for the plant to generate Biogas from food waste, vegetable and fruit peels.
- L.2.4** Whereas BSACIST, which enjoys the recognition as a Research Institution of National importance and is approved by Department of Scientific and Industrial Research, Govt of India, has been involved in providing quality higher education, research, consultancy and extension activities for a period of over three decades.
- L.2.5** Whereas BSACIST was identified as the site for field implementation of the Biogas plant and it communicated its willingness to extend all necessary infrastructure and facilities to CSIR-CLRI free of cost for the purpose of setting up the pilot scale Biogas demonstration plant (hereinafter called PLANT) at its premises.


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L.2.6 Whereas on successful field implementation of the PLANT, BSACIST has evinced interest in continuing the operation and maintenance of the PLANT at its premises.

L.2.7 Whereas DBT has authorized CSIR-CLRI to undertake any follow up action as it deems appropriate and CSIR-CLRI has in turn agreed to hand over the PLANT to BSACIST to continue generating biogas at no cost to CSIR-CLRI.

Now therefore in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

L.3 SCOPE OF THE MoU


L.3.1 The AGREEMENT details the terms and conditions for handing over the PLANT by CSIR-CLRI to the BSACIST for operation and maintenance, the rights and obligations of either party thereto and the arrangements between the parties.


L.4 GRANT OF LICENSE

L.4.1 In consideration of the covenants herein contained, CSIR-CLRI hereby grants to the BSACIST the license to utilize the PLANT to generate Biogas from food waste, vegetable and fruit peels at its premises.

L.4.2 The license hereby granted to the BSACIST by CSIR-CLRI is for utilization of the PLANT in Chennai, India on a non-exclusive basis and CSIR-CLRI reserves the right to grant similar license at its discretion to others.

L.4.3 The license shall come into force from the date of signing (hereinafter called the EFFECTIVE DATE) the AGREEMENT and shall remain valid for a period of 10 years thereafter.


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L.5 FINANCIAL ARRANGEMENT

- L.5.1** In consideration of the license hereby granted and the hand over of the PLANT by CSIR-CLRI, the BSACIST shall pay to CSIR-CLRI an amount of Rs. 1.5 Lakhs (Rupees One Lakh Fifty thousand only) plus applicable GST at the prevailing rate at the time of payment (at present 18%) in single installment at the time of signing the AGREEMENT.
- L.5.2** The BSACIST shall along with the above charges, pay all taxes including surcharges levied by Central/State Governments as applicable on the date of payment. All such taxes/surcharges are subject to change as per the directions of Government of India/State Governments.
- L.5.3** The payment shall be made in the form of e-payment only:

Bank & Accounts details:

Accounting holding Bank	: State Bank of India
Branch Address	: Kasturibai Nagar, Adyar, Chennai
Account Number & Type	: 30225127043 & Savings Account
IFS Code	: SBIN0013361
MICR Code	: 600002002
IT PAN No.	: AAATC2716R
PAN Based Service Tax No.	: AAATC2716RST002
GSTIN	: 33AAATC2716R1ZM


- L.5.4** The CSIR and its National Laboratories are exempted from the payment of Income Tax vide Government of India, Ministry of Finance, Department of Revenue, Central Board of Direct Taxes, New Delhi, Notification No.53/2011 (F.No.203/73/2010/ITA – II) dated 30.09.2011 regarding exemption of CSIR under Section 35(1)(ii) of the Income Tax Act 1961.


L.6 RESPONSIBILITIES OF CSIR-CLRI

L.6.1 Handing over of the PLANT

i. Transfer of Documents

CSIR-CLRI shall hand over the details of equipment/machine and other relevant available documents in connection with the PLANT.


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ज्ञान परिसर/विभागे प्रबंधन विभाग
Knowledge Perisr/Management Department
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ii. Training

CSIR-CLRI shall arrange for training of TWO personnel of BSACIS, having requisite qualification, for maximum period of 2 man-days. The training shall be availed by the BSACIST within a period of One month from the EFFECTIVE DATE.

L.6.2 Completion

i. The handing over of the PLANT shall be deemed as completed on performance by CSIR-CLRI the task stipulated in Clause L.5.1.

ii. On completion of Handing over of the PLANT, both BSACIS and CSIR-CLRI shall sign a certificate to this effect.

L.6.3 Assistance

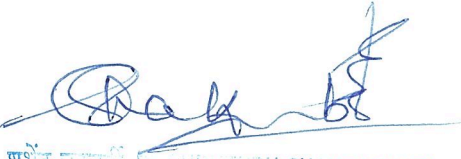
CSIR-CLRI shall at the request of the BSACIST, depute qualified personnel to render technical support/guidance/assistance in operation and monitoring of performance / troubleshooting of the PLANT. The BSACIST in such case of soliciting technical assistance of CSIR-CLRI shall bear the expenditures connected to the travel, lodging and boarding of the deputed personnel.

L.7 RESPONSIBILITIES OF BSACIST

L.7.1 BSACIST shall employ its best endeavor to utilize the PLANT for biogas generation from its from food waste, vegetable and fruit peels.

L.7.2 Fulfillment of procedural, legal, operational requirements, if any, for the implementation of the PLANT shall be the responsibility of the BSACIST.

L.7.3 The BSACIST shall acknowledge the absolute ownership of CSIR to the PLANT and shall not dispute the legality, validity or enforceability of the license granted.


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- L.7.4** It shall not be open to the BSACIST to claim the PLANT in its own name on the plea of having effected any improvements/modifications upon the PLANT. All processes undertaken by the BSACIST shall be deemed to have been carried out under the License hereby granted.
- L.7.5** The BSACIST shall be responsible for making necessary financial and manpower arrangements for surveillance, operation and maintenance of the PLANT.
- L.7.6** The BSACIST shall be entitled to use the Biogas generated by the PLANT for its own purpose at its premises free from any financial/monetary claim or demand either from CSIR-CLRI or DBT.
- L.7.7** The BSACIST shall permit the personnel of CSIR-CLRI or its Attorneys or duly authorized agents, at all convenient time to enter into and upon any premises of the BSACIST concerning the PLANT under this License, generally to ascertain whether the provisions of this license are being complied with and the quality of the output is maintained.
- L.7.8** The BSACIST shall not directly or indirectly and either by itself or by its agents use the PLANT otherwise than in accordance with these presents.
- L.7.9** The BSACIST shall not file any application for seeking intellectual property rights in its own name or in the name of person(s) on any matter relating to the information disclosed to it by CSIR-CLRI under this AGREEMENT.
- L.7.10** The BSACIST shall not oppose or direct or cause any persons to oppose any application seeking intellectual property rights relating to the PLANT designed by CSIR-CLRI.
- L.7.11** The BSACIST shall treat as strictly confidential all information/knowledge obtained from CSIR-CLRI and all the data generated, performance experienced during implementation of the PLANT in connection with or relating to the license hereby granted and shall not share the same with any third party, even under a Secrecy Agreement, without any written consent from CSIR-CLRI.



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ज्ञान पोर्टफोलियो प्रबंधन विभाग
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- L.7.12** The BSACIST shall not, at any time, assign, mortgage, charge, grant sub-license in respect of or otherwise deal with possession or control of the license hereby granted.
- L.7.13** The BSACIST shall bring to the notice of CSIR-CLRI, all technical issues connected with operation, repair and maintenance of the PLANT, resolve them and take appropriate decisions in consultation with CSIR-CLRI to run the PLANT continuously.
- L.7.14** The BSACIST shall not shift the PLANT and/or make any modification in the design, structure and installation of the PLANT without consulting the CSIR-CLRI and shall not attach any equipment except for purposeful use of the Bio-Gas generated and/or for generation of electricity without written approval of the CSIR-CLRI.
- L.7.15** In case the BSACIST engages any Agency for day-to-day operation of the PLANT, the same shall only be done with the prior approval of the CSIR-CLRI.
- L.7.16** The BSACIST shall not use the generated Biogas out of the PLANT for any commercial purpose or for any economic gain.
- L.7.17** The BSACIST shall consequent to the implementation of the PLANT disclose to CSIR-CLRI, benefits accrued to the BSACIST and the society in monetary, environmental or other terms on yearly basis for information and record of CSIR-CLRI.
- L.7.18** The BSACIST shall contact CSIR-CLRI seeking renewal of the license granted hereby at the end of the ten years from the EFFECTIVE DATE to continue to utilize the PLANT.

L.8 GENERAL PROVISIONS

- L.8.1** During the tenure of the AGREEMENT both parties shall promptly disclose to each other in writing, all or any improvements/modifications made on the PLANT. All such improvements/modifications shall then form an integral part of the PLANT.


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मुख्य वैज्ञानिक एवं विद्यालय Chief Scientist & Head
ज्ञान पोर्टफोलियो प्रबंधन विभाग
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L.8.2 The BSACIST shall not be responsible for outstanding financial liability, if any, on the PLANT arising till the execution of the AGREEMENT.

L.8.3 This AGREEMENT shall be the sole repository of the terms and conditions agreed to herein by and between CSIR-CLRI and the BSACIST and no amendment thereof shall take effect and be binding on either of them except as provided for in Clause L.16 hereunder.

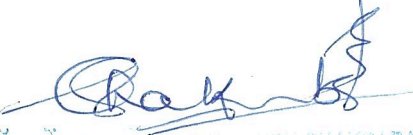
L.8.4 These presents shall not be construed as a Warranty by CSIR-CLRI of the novelty, utility, and workability of the PLANT.

L.9 ACKNOWLEDGEMENT

L.9.1 The BSACIST shall affix in a conspicuous manner at the premises where the PLANT is implemented, a label or a plate bearing the inscription "CSIR-CLRI, INDIA DESIGN". Similarly, every advertisement, hoarding technical literature, publicity and the like material in respect of or relative to the PLANT issued by the BSACIST shall include the same inscription as aforesaid in a prominent manner.

L.10 FORCE MAJEURE

L.10.1 Neither party shall be held responsible for non-fulfillment of their respective obligations under this Agreement due to the exigency of one or more of the force majeure events such as but not limited to Acts of God/war/flood/earthquake/strike/lockouts/epidemics riots, civil commotion etc. provided on the occurrence and cessation of any such event, 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.


डॉ. सुभोजित चक्रवर्ती DR. SUBHOJIT CHAKRABARTI
मुख्य वैज्ञानिक एवं प्रबंधन विभाग के अध्यक्ष
मुख्य वैज्ञानिक एवं प्रबंधन विभाग
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L.11 TERMINATION OF AGREEMENT

L. 11.1 THIS AGREEMENT may be terminated by either party forthwith if the other party shall happen to be in breach of any of the terms hereof and shall have failed to rectify such breach within 30 days of the notice in this behalf having been served on it by the other party.

L. 11.2 In addition to the reasons for terminations as set forth above, this Agreement shall be terminated forthwith if the BSACIST is unable to carry out the activities of the PLANT or voluntarily or involuntarily enters into composition, bankruptcy or similar reorganization proceedings or applications invoking such proceedings have been filed.

L. 12 SETTLEMENTS

Upon termination of the Agreement


L.12.1 All rights granted to and the obligations undertaken by the parties hereto shall cease to exist forthwith except the obligation of the BSACIST to keep the Design/Process associated with the PLANT in confidence vide clause L.7.11 herein.

L.12.2 THE BSACIST or its assigns shall not utilize the PLANT and the BSACIST shall immediately deposit with the CSIR-CLRI the original and all copies of documents/data related to this license received from CSIR-CLRI.

L.12.3 The Pilot plant and accessories shall remain as the assets of Government of India (GoI)/ CSIR-CLRI and shall be taken back by CSIR-CLRI or disposed of otherwise by CSIR-CLRI as per scheduled procedure.

L. 13 ASSIGNMENT OF THE AGREEMENT

L.13.1 The rights and/or liabilities arising to any party to this AGREEMENT shall not be assigned except with the written consent of the other party and subject to such terms and conditions as may be mutually agreed upon.


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L. 14 NOTICES

L.14.1 All notices and other communications required to be served on the BSACIST under the terms of this AGREEMENT, shall be considered to be duly served if it shall have been delivered to, left with or posted by registered mail/e-mail to the BSACIST at its following address of business.

The Registrar, B.S. Abdur Rahman Crescent Institute of Science & Technology, 120 Seethakathi Estate, Grand Southern Trunk Road, Vandalur, Chennai 600048, Tamil Nadu
e-mail: registrar@crescent.education

Similarly, any notice to be given to the CSIR-CLRI shall be considered as duly served if the same shall have been delivered to left with or posted registered mail/e-mail to CLRI at its following address in Chennai.


The Director, CSIR-Central Leather Research Institute, Adyar, Chennai – 600 020
e-mail : kpmdclri@clri.res.in

L. 15 ARBITRATION

L.15.1 Any dispute or differences arising out of or in connection with the AGREEMENT shall be settled amicably by the parties hereto by mutual consultation. Any unsettled dispute or difference shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi. The arbitration proceedings shall be conducted in English. The decision of the DIAC shall be final and binding on both the parties. The cost of arbitration shall be equally borne by both the parties. The arbitration proceedings shall take place under the Indian Arbitration and Conciliation Act, 2015.

L. 16 AMENDMENTS TO THE AGREEMENT

L.16.1 No amendment or modification of this AGREEMENT shall be valid unless the same is made in writing by both the parties or their authorised representatives and specifically stating the same to be an amendment of this AGREEMENT. The modifications/changes shall be effective from the date on which they are made/executed, unless otherwise agreed to.


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SEAL OF PARTIES

The AGREEMENT has been executed in two originals – one of these has been retained by CSIR-CLRI and the other by the BSACIST.

In witness there of the parties hereto have signed this AGREEMENT on the day, month and year, as mentioned hereinbefore.

Parties

For and on behalf of CSIR-CLRI

Signature



Name Dr. Subhendu Chakrabarti

Designation Chief Scientist

Seal डॉ. शुभेंदु चक्रवर्ती Dr. SUBHENDU CHAKRABARTI
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Chief Scientist & Head
Knowledge Portfolio Management Department
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For and on behalf of BSACIST

Signature



Name Dr. N Raja Hussain

Designation Registrar

Seal

REGISTRAR
B.S. Abdur Rahman
Crescent
Institute of Science & Technology
Vandalur, Chennai-600 048

Witnesses (Name & Address)

1. K. Srinibala

डॉ. के श्री बाला कामेश्वरी Dr. K Sri Bala Kameswari
वरिष्ठ प्रधान वैज्ञानिक Senior Principal Scientist
पर्यावरण अभियांत्रिकी विभाग
Environmental Engineering Department
सीएसआईआर-केन्द्रीय चर्म अनुसंधान संस्थान
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2.

डॉ. एस. निथिवान्था वासगम Dr. S. Nithivanantha Vasagam
वरिष्ठ प्रधान वैज्ञानिक Senior Principal Scientist
ज्ञान पोर्टफोलियो प्रबंधन विभाग
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Date

Witnesses (Name & Address)

1.


Dr. A.K. Kalimuthin.
Dy. Director (CDM)
Estate Office - BSACIST

2.


(Asst. Director)
Electricals & plumbing

Date