INDIA NON JUDICIAL

Government of Gujarat

Certificate of Stamp Duty

सत्यमेव जयते

Regd. No. : 324
Date : 30/03/2021

Certificate No.	:	IN-GJ35097937966850T
Certificate Issued Date	:	26-Mar-2021 11:25 AM
Account Reference	:	IMPACC (AC)/ gj13221411/ BARODA/ GJ-BA
Unique Doc. Reference	:	SUBIN-GJGJ1322141106254309889032T
Purchased by	:	Narendra Parmar
Description of Document	:	Article 5(h) Agreement (not otherwise provided for)
Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	Sumandeep Vidhyapeeth
Second Party	:	Not Applicable
Stamp Duty Paid By	:	Sumandeep Vidhyapeeth
Stamp Duty Amount(Rs.)	:	300 (Three Hundred only)

RAMCHANDRA D. PATEL

NOTARY
R. D. PATEL
Area: Vadodara
Vadodara Dist. (Guj. State)
REG. NO. 12858/2017
Valid up to 07/02/2022
GOVT. OF INDIA

GUJCOST
INWARD
No. 26
Dt. 3 APR 2021
Br :

Attested CTC
Sharaney.
29/11/2022.

LB 0006199421

SUMANDEEP VIDYAPEETH

Statutory Alert:
1. The authenticity of this Stamp certificate should be verified at www.shcilestamp.com or using e-Stamp Mobile App of Stock Holding
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
4. In case of any discrepancy please inform the Competent Authority.

Vice-Chancellor
Sumandeep Vidyapeeth
An Institution Deemed to be University
Vill. Piparia, Taluka: Waghodia.
Dist. Vadodara-391 760. (Gujarat)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is signed on 30th day of March 2021 at Gandhinagar (Gujarat).

Between

GUJARAT COUNCIL ON SCIENCE AND TECHNOLOGY
Department of Science and Technology,
Government of Gujarat,
having its office at Block No: B, 7th Floor, Sector - 11, Gandhinagar - 382011
(hereafter referred to as GUJCOST)

And

1. Dr. Chandramani B. More
Registrar,
Sumandeep Vidyapeeth Deemed to be University,
At & Po.: Piparia, Taluka: Waghodia, Dist: Vadodara – 391760, Gujarat

2. Dr. Nirmal V. Shah
Principal Investigator
(Hereinafter referred to as Investigator)
Professor, Department of Pharmacy,
Sumandeep Vidyapeeth Deemed to be University,
At & Po.: Piparia, Taluka: Waghodia, Dist: Vadodara – 391760, Gujarat

WHEREAS the GUJCOST is interalia involved in popularization of Science and Technology and Promotion of Research and Development of Science and Technology in the State of Gujarat.

AND WHEREAS, GUJCOST is inviting the investigator to carry out the Research in Gujarat and for this purpose it is proposed to grant Rs. 1,65,000/- (In words: Rupees One Lakh Sixty Five Thousand only) approximately, Subject to the Terms and Conditions of this MOU.

DEFINITIONS:

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a) "Project" means the research work being carried on and pursued by the Investigator.

b) "Commercialization" means and includes marketing, promoting, selling and distributing the Product including making arrangements of any and all kinds with any entity or entities anywhere in the world

service mark, refers to the legal rights granted with the aim to protect the creations of the intellect.

d) "Outcome" means a product, process or proto-type developed at the end of the project.

e) "Force Majeure Event" means any act or event that prevents the affected Party from performing its obligation in accordance with the Agreement, if such act or event is beyond the reasonable control of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums).

Now, therefore, in consideration of the premises and mutual covenants hereinafter contained, GUJCOST and Head of The Institution / Principal Investigator hereto agree as follows:

SCOPE OF THE AGREEMENT

1. GUJCOST proposes to give grant to Head of institute Rs. 1,65,000 /- (In words: Rupees One Lakh Sixty Five Thousand only) to carry out research work on "Alcohol Free Non Toxic Hand Sanitizer Gel for Children" from "Dr. Nirmal V. Shah", of your Institute.
2. The Head of The Institution assumes financial and other administrative responsibilities of the project.
3. This Memorandum will remain in force for a period of three years from the date of its execution from the date of sign. The Memorandum can be extended for such periods or further periods by the mutual consent of the Parties. All such extensions shall be in writing. In case of multi-institutional project, formal agreement(s) between collaborating Institutions/Scientists should support the proposal.
4. International travel is not permissible under the sanctioned project.
5. The man power recruited for the project-should be paid as per rules of the institute and guidelines of the government.

Fellowships			Institutional Overhead charges
Category	Research Fellowship to NET/GATE candidates	Research Fellowship to non NET/GATE candidates	
JRF	Rs. 25,000/-+ HRA	Rs. 18,720/-	10% of the total budget
SRF	Rs. 28,000/-+ HRA	Rs. 21,840/-	
RA-1	Rs. 36,000/-+ HRA	Rs. 29,000/-	

6. The Junior Research Fellow / JRF1 recruited under the project are encouraged to register for Ph.D. as per Institute/ University guidelines.

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7. It is proposed to maximize the use of equipment. In this light, Investigator shall permit the use of spare or idle capacities of equipment procured under the project by Bonafide users (research work in other GUJCOST sponsored project or other projects of the institute).
8. GUJCOST shall review the progress of the project from time to time. Investigator/head of institute will be invited to present the progress of the project before the members of the monitoring committee known henceforth as Technical Advisory Committee (TAC) to ascertain the progress of the project and guide the investigator in implementing the project effectively. The recommendation of the committee may be conveyed to the investigator of institute for implementation. GUJCOST may also constitute a Monitoring Committee to visit the institution to review the progress of the project and to verify proper Utilization of grant-in-aid.
9. The Grantee institution shall observe all financial norms and guidelines as prescribed by the GUJCOST from time to time.
10. The investigator / Head of Institute should send the Acceptance letter once they receive the sanction order from GUJCOST.
11. The date of Receipt of the Bank draft of the first installment of the grant-in-aid by the institution shall be taken as the date of commencement of the project. The head of institution/investigator should intimate this date in writing/ by email immediately to GUJCOST.
12. A separate bank account shall be opened in a nationalized bank in the joint name of the investigator of the project and the head of institute and if it is not possible as per university/Institute act, the money shall be deposited in the university account maintaining a separate accounting system for the same.
13. The grant-in-aid will be utilized strictly for the specific project and should be exclusively spent on the project and within the time frame as specified in the sanction letter. Re-appropriation of funds from one stipulated head to another head is not permitted without prior approval of GUJCOST.
14. If the institution is unable to start the research work under the project within six months of the receipt of the grant-in-aid, the approval shall ipso facto lapse.
15. Any expenditure incurred prior to the issuance of the approval letter and after the expiry of tenure of the project is not allowed for any adjustment in the grant-in-aid.
16. Interest earned on the project fund, if any, shall be treated as a part of the sanctioned grant-in-aid and shall be used to procure equipment or for other purposes of the project approved by the GUJCOST.
17. The grant-in-aid released under the project cannot be spent on creating infrastructural facilities such as construction of roads and building, purchase of vehicles, air conditioning etc.

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18. GUJCOST/ Govt. of Gujarat reserves the right to terminate the project at any stage if it is convinced that the grant-in-aid has not been properly utilized and/or sufficient progress is not achieved towards the purpose for which the grant-in-aid was sanctioned.
19. The assets acquired out of the grant-in-aid shall be the property of the institute. No assets acquired out of the grant-in-aid shall be disposed of without the permission of the GUJCOST.
20. The grantee institution should form an Annual Performance Committee to review and monitor the performance of the program in respect of various benefits to be accrued of the same.
21. The Principal Investigator must submit Annual progress report in the prescribed format every year indicating the progress.
22. The principal investigator must take steps to ensure that the audited Utilization Certificate and statement of accounts for the grant-in-aid are submitted by the Institution/University/Department along with the copy of the invoice of the equipment purchased from the grant.
23. If the Principal Investigator leaves the institution, retires, goes on long leave, or expires during the tenure of the project, the institute will appoint Co-PI as the Principal Investigator to the programme, under intimation to the GUJCOST immediately.
24. Investigators wishing to publish technical/ scientific papers based on the research work done under the project are required to first check the patentability of the work through PIC of GUJCOST / as per IPR Policy of the institute prior to publishing the paper and intimate the patentability results to PIC – GUJCOST for patent search, filling and maintaining of patent application(s) in India.
25. Institutions can also approach the Patent Facilitating Cell (PFC) set up by DST to assist them for patent search, filling and maintaining the patent application(s) in India and abroad. The institutions must approach through the funding institute PIC-GUJCOST to PFC.
26. The IP for research outcome will belong to the GUJCOST for Government of Gujarat. On request by the researcher, the IP would be licensed to the researcher or the group of researchers who worked on that project on exclusive basis for a period of three years for further development. If the researcher or the group of researchers who worked on that project do not want to take license for further three years or if having so taken the license a time period of three years has elapsed, then GUJCOST will commercialize the IP whereupon the proceeds will be shared between GUJCOST and the researcher or the group of researchers in proportion of 25%:75% basis.
27. For further development or for commercialization in relation to the IP developed, if a few researchers out of the group of researchers do not show willingness, then the IP realized and its value (75% of total commercialized value after removing 25% of GUJCOST) will be shared between the researchers in proportion that they will all collectively

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An Institution Deemed to be University
Vill. Piparia, Taluka: Waghodia

30/03/2

...ding a collective decision, the share of researchers will be kept as a deposit by GUJCOST and no interest will be paid to the researchers.

28. If in relation to the disagreement amongst researchers for appropriation of the proceeds of IP, a period of five years elapses without any formal agreement amongst all researchers for sharing of proceeds as in para 13, then the researchers will forfeit their right to claim their share of IP.
29. The PI's are encouraged to publish research papers in reputed journals. It shall be the duty of the Investigator /head of institute to acknowledge GUJCOST in each and every publication made out of the research activity and send copy of the same to GUJCOST.
30. Subject the terms of this MOU, GUJCOST, and investigator /head of institute shall cooperate with each other and use reasonable endeavors implement the objectives outlines herein.
31. No amendment or modification of this Agreement shall be valid unless the same is made in writing by both the parties to the agreement or their authorized representatives and specifically stating the same to be an amendment of this Agreement.
32. "Force Majeure Event" shall include without limitation the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lighting or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion. A Force Majeure Event shall not be based on the economic hardship of either Party. In case of any damage because of force majeure event, the project shall be repaired / commissioned at its own cost by the Institution of PI. Under such circumstances, GUJCOST and the Head of the Institution will arrive at a common conclusion of time line for the completion of project.
33. Notices/ Information

    Any information or notice relating to or in furtherance of this MOU shall be sent to the address given here under.

    For GUJCOST:

    Block No: B, 7th Floor, Sector.11,
    Gandhinagar-382011,

    For Investigator:

    Dr. Nirmal V. Shah
    Professor, Department of Pharmacy,
    Sumandeep Vidyapeeth Deemed to be University,
    At & Po.: Piparia, Taluka: Waghodia, Dist: Vadodara - 391760

    For Head of the Institution:

    Dr. Chandramani B. More
    Registrar,
    Sumandeep Vidyapeeth Deemed to be University,
    At & Po.: Piparia, Taluka: Waghodia, Dist: Vadodara – 391760, Gujarat.

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34. This MOU shall be construed in accordance with Indian Law.

IN WITNESS HEREOF THE PARTIES HAVE DULY EXECUTED THESE PRESENTS THE 30th DAY OF MARCH 2021 HERE IN TO WRITTEN ABOVE.

FOR AND ON BEHALF OF GUJCOST:

Dr. Narottam Sahoo
Advisor and Member Secretary
GUJCOST
(AUTHORISED SIGNATORY WITH SEAL)

Member Secretary
Guj. Council of Sci.& Tech.
Gandhinagar.

FOR AND ON BEHALF OF INVESTIGATOR -

30/03/21

Dr. Nirmal V. Shah
Principal Investigator,
Professor, Department of Pharmacy,
Sumandeep Vidyapeeth Deemed to be University
(AUTHORISED SIGNATORY WITH SEAL)

FOR AND ON BEHALF OF HEAD Of INSTITUTION

30/03/21

Dr. Chandramani B. More
Registrar,
Sumandeep Vidyapeeth Deemed to be University
(AUTHORISED SIGNATORY WITH SEAL)

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ATTESTED
30/03/2021
R. D. PATEL
NOTARY, (Govt. of India)