

# **Grant 3**



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL54650124903602V
Certificate Issued Date	: 22-Aug-2023 02:09 PM
Account Reference	: IMPACC (IV)/ dl841203/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL84120376756492944638V
Purchased by	: DENTAL TECHNOLOGY INNOVATION HUB
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: DENTAL TECHNOLOGY INNOVATION HUB
Second Party	: M A RANGOONWALA DENTAL COLLEGE AND HOSPITAL PUNE
Stamp Duty Paid By	: DENTAL TECHNOLOGY INNOVATION HUB
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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M. A. RANGOONWALA COLLEGE OF DENTAL  
SCIENCES & RESEARCH CENTRE, PUNE



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## JOINT DEVELOPMENT AGREEMENT

This Joint Development Agreement (hereinafter referred to as "AGREEMENT") is executed at New Delhi on this 21 day of August, 2023 by and between:

### 1. PARTIES TO THIS AGREEMENT:

**1.1 Dental Technology Innovation Hub**  
hereinafter referred to as the 'DTIH or "Party of the First Part" [which expression shall unless the context otherwise requires mean and include its successor(s), nominee(s), legal heir(s) and permitted assign(s)].

AND

**1.2 M. A. Rangoonwala Dental College & Hospital, Pune**

hereinafter referred to as the 'Institution or "Party of the Second Part" [which expression shall unless the context otherwise requires mean and include its successor(s), nominee(s), legal heir(s) and permitted assign(s)].

The Party of the First Part and the Party of the Second Part are hereinafter individually referred to as the "Party" and collectively as the "Parties".

### 2. BACKGROUND

**2.1 WHEREAS**, DTIH is a unit of Maulana Azad Institute of Dental Sciences, New Delhi and is an innovation hub established with a mission to improve oral, dental, and craniofacial health through research, research training, and the dissemination of health information. That DTIH will add substantially to the technology and innovation capabilities in the field of dental science.

**2.2 WHEREAS**, DTIH shall accomplish its mission of product innovation by performing and supporting basic and clinical research; conducting and funding research training and career development programs to ensure an adequate number of talented, well-prepared, and diverse investigators; Coordinating and assisting relevant research and research-related activities among all sectors of the research community and promoting the timely transfer of knowledge gained from research and its implications for health to the public, health professionals, Institutions, and policy-makers. The DTIH also supports research training and career development to ensure an adequate and diverse pool of research personnel.

**2.3 WHEREAS**, these experts conduct basic, translational, patient-oriented, and implementation research to increase understanding of fundamental processes in dental, oral and craniofacial health and disease, and to promote timely knowledge transfer and community adoption of research findings.

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2.4 WHEREAS, DTIH has received innovation grant from the Department of Science and Technology, Government of India and to fund and support research in the form of grants, agreements, and contracts, which shall support scientists, Institutions, academicians, industry partners, engineering experts (*collectively hereunder referred to as "experts"*) working in the institutions.

2.5 AND WHEREAS, the DTIH and the Institution have an interest in creating a relationship to develop new and/or indigenous models, technology, equipment (*"Purpose"*) to improve access to care and to enhance the impact of research on evidence-based practice, and desire to work collectively to carry out a research, development and commercial program (*"program"*) to support the mission.

2.6 AND WHEREAS, the Institution is an institute which is being part of the research ecosystem and has enrolled or employed *experts* who shall work as an employee or student of the Institution and shall be conducting and representing the Institution to achieve the purpose under this Program.

2.7 AND WHEREAS, In connection with the Program, mission and purpose mentioned herein above, DTIH desires to fund the project, and the Principal Investigator through its institution and agrees to perform such research with DTIH's funding using the latest techniques in biomedical science, investigate the biochemistry, structure, function and development of bone, teeth, salivary glands, connective tissues, and the immune system, focus on the role of bacteria in oral disease, genetic and acquired disorders of the craniofacial region, the causes and treatment of acute and chronic pain, and the development of new and improved methods to diagnose oral disease.

2.8 WHEREAS, Dr. Vivek Hegde shall be the principal investigator in conducting the research (*the "Principal Investigator"*).

NOW, THEREFORE, in consideration of the foregoing recitals and the following mutual, covenants, representations, warranties and agreements set forth herein, the Parties hereto agree as follows:

1. **DEFINITION:** Unless there is anything repugnant to the subject of the context;

1.1 Effective Date: This Agreement shall be effective as of 21<sup>st</sup> August 2023 (*the "Effective Date"*).

1.2 Scope of Work: Institution with Principal Investigator, agrees to complete the Scope of Work outlined and described in Schedule 1 hereof with deputation of experts on the Program as per their research and innovation policy.

1.3 Project: Project shall mean Project No. 7 of dental product development research proposal approved dated 31/03/23 for funding by Department of Science and Technology.

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1.4 **Product:** "Product" shall mean products, services, processes, technologies, materials, software or other innovations resulting from this Project which would generate commercial income which shall be presented and approved by all stakeholders.

1.5 **Confidential Information:** The term "Confidential Information" shall mean and include all non-public and proprietary information, in whatever form (*whether tangible, verbally communicated, physically and electronically communicated or disclosed in writing or otherwise, including without limitation information disclosed by samples*) which has been disclosed by either Party and/or its directors, officers, managers, members, employees, representatives, agents and advisors, to the other Party, relating to inventions, processes, products, designs, trade secrets, formulas and formulations, know-how, test and other data and other information relating to the development analysis, approval, sales and marketing plans, future plans, business plans, financial information, contracts customer lists and relationships, computer programs and other information relating to the business and affairs of the party disclosing the information. Any confidential information provided by the Institution to DTIH at any point of time will be marked as "Confidential".

1.6 **Intellectual Property:** The term "Intellectual Property" shall mean patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, information (*including know-how and trade secrets*) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

2. Project


On receipt of approval from DTIH of each project, the Institution shall deploy its team of expert on the said project as per the implementation schedule and shall adhere to the cost, funding and timelines as presented and approved by DTIH for the said Project. The Project shall be completed within the approved duration.

The Reseracher shall adhere to the terms of the Project, product and process as approved and worked within the guidelines and policy of DTIH.

3. Reports

The Principal Investigator shall furnish to DTIH with reports on developments regarding the scope of work as specified in Schedule 1, without any extra costs and on a periodic basis as agreed between the Institution and DTIH.

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4. Payments

All Payments by DTIH shall be made in the name of MCES MAR COLLEGE OF DENTAL SCIENCES & RESEARCH CENTRE. The Payment schedule shall be as agreed between the parties on project-to-project basis as per DST rules and regulations.

5. Confidentiality

5.1 Subject to DTIH having a right to disclose to the Department of Science and Technology, Ministry of Science and Technology under Government of India for utilization of grant/funds in the said Project and the Product innovated and patented by the Institution. Both the parties shall be bound by the Non-Disclosure Agreement signed between the parties.

6. Intellectual Property

6.1 The purpose of this clause is to balance DTIH's ability to reasonably exploit, with due competitive advantage, the commercial viability of technologies, products, or processes with Institution's responsibility to ensure the broadest public benefit from the results of the research. Institution recognizes that one of the prime reasons DTIH has entered this Agreement is an effort to secure, through the creation or enhancement of technologies, a market position with regard to its products or processes. At the same time, DTIH recognizes that Institution has an obligation to utilize the knowledge and technology generated by research in a manner which maximizes societal benefit and economic development. Both the parties shall comply with and reserve such Intellectual Property.

6.2 Principal Investigator and the Institution shall promptly disclose to DTIH in writing any Intellectual Property made during the Project performed hereunder. Such disclosure shall be sufficiently detailed for DTIH to assess the commercial viability of the technology and shall be provided and maintained by DTIH in confidence pursuant to the terms of Clause 5 shall have to inform University whether it elects to have University file a patent application thereon pursuant to the procedures set forth below.

6.3 Joint Intellectual Property

- a. All Intellectual Property jointly made, developed, conceived, first reduced to practice, fixed in any tangible medium of expression or created by the Institution and DTIH during the term of this Agreement ("*Joint Intellectual Property*"), will be the joint property of and the entire right, title and interest is hereby assigned jointly to the Institution and DTIH, and each party may enjoy all rights and privileges accorded ownership of such joint property without accounting to the other.
- b. Upon the sale of an intellectual property jointly owned by the Institution and DTIH, 5% of the proceeds of the sale shall be paid to DTIH as co-owner

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which shall commence from the date of start of revenues of the commercializing entity and terminate when the share of the benefits paid to DTIH becomes equal to the amount of the Grant-in-aid dispersed.

**6.4 Assignment of Joint Intellectual Property:** Each party hereby assigns and agrees to assign to the other party, or its designees, an undivided one-half its full right, title and interest in and to all Joint Intellectual Property. Each party agrees that, during the term of this Agreement and subsequent to the completion or termination of this Agreement, they will, at the other party's request and expense, execute any and all applications for Indian and foreign patents, copyrights or other rights and otherwise provide assistance (*including, but not limited to, the execution and delivery of instruments of further assurance or confirmation*) to assign an undivided one-half interest in said Joint Intellectual Property to the other party and to permit the other party to enforce any patents, copyrights or other rights in and to said subject intellectual property.

**6.5 Filings:** The parties agree not to file any patent, trademark, or copyright applications relating to Joint Intellectual Property, without first notifying the other party.

**6.6 Joint Enforcement:** Upon learning of any infringement of Joint Intellectual Property, from any source, the parties shall first determine if they desire to jointly take action to suppress or eliminate such infringement. If the parties decide to take such action jointly, the parties agree that they will share equally in the expenses related to such actions, and share equally in any recovery as a result of such action. In the event that either party decides not to participate in such action, the other party shall have sole discretion to take whatever action it determines is necessary or appropriate under the circumstances, including without limitation legal action to suppress or eliminate any such infringement, at the acting party's expense. The non-acting party agrees to cooperate with the acting party in such action and the acting party agrees that it will reimburse the non-acting party's reasonable and actual expenses incurred in such action. The acting party retains all recovery from such action.

## **7. Payment of Royalty**

**7.1** The Institution shall pay royalty to DTIH at the rate of 5 (five) per cent on annual Net Sales of the product(s) developed. Payment of royalty shall fall due beginning with the first sale of the product(s) and shall terminate when the share of the benefits paid to DTIH becomes equal to the amount of the Grant-in-aid dispersed.

**7.2** Royalty for each financial year shall be payable to DTIH within 60 (sixty) days of close of corresponding financial year.

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8. Indemnification and Liability

Both the Parties agrees to indemnify and hold harmless one another from any liability, loss or damage they may suffer as a result of claims, demands, costs or judgments against them arising out of the activities to be carried out pursuant to the obligations of this Agreement, including but not limited to the use by DTIH of the results, obtained from the activities performed by Institution under this Agreement; provided, however, that the following is excluded from DTIH's obligation to indemnify and hold harmless:

- i. the negligent failure of the Institution to substantially comply with any applicable governmental requirements; or
- ii. the negligence or wilful malfeasance of the Institution.

9. Publication

9.1 The Principal Investigator has the right to publish the result gained in the course of this agreement. However, in order to avoid the loss of patent, title, copyright, trademark or any other rights, as a result of premature public disclosure of confidential information, the Institution shall submit any prepublication materials to the DTIH for review and written consent.

9.2 The DTIH shall notify the Institution about the modifications, objections, amendments, etc relating to the said publication to the Principal Investigator and Institution.

9.3 No Party shall issue any press release or make any public announcement relating to the subject matter of this Agreement without the prior written approval of the other Party; provided, however, that any Party may make any public disclosure it believes in good faith is required by applicable laws (*in which case the disclosing Party will use its reasonable best efforts to advise the other Party prior to making the disclosure*).

10. Publicity

The Institution and Principal investigator further voluntarily agrees that in all oral presentations or written publications concerning the Research, Development and/or innovation, the Institution and Principal Investigator will acknowledge DTIH's and Department of Science and Technology contribution in the research, project and product development.

11. Term and Termination

11.1 Either party may terminate this Agreement upon ninety (90) days prior written notice to the other.

11.2 In the event that either party hereto shall commit any material breach of or default in any terms or conditions of this Agreement, and also shall fail to

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reasonably remedy such default or breach within sixty (60) days after receipt of written notice thereof, the non-breaching party may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to the other party to such effect. Termination shall be effective as of the day of the receipt of such notice.

- 11.3 Termination or cancellation of this Agreement shall not affect the rights and obligations of the parties accrued prior to termination. Upon termination, DTIH shall pay Institution for all reasonable expenses incurred or committed to be expended as of the effective termination date.
- 11.4 Any provisions of this Agreement which by their nature extend beyond termination shall survive such termination.

## 12. MISCELLANEOUS:

12.1 Form of the Agreement: All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, single or plural, as the identity of the person(s) or thing(s) may require. Article and Section headings are included for convenience of reference only and shall not define, limit, extend or otherwise affect the interpretation of this Agreement or any of its provisions.

12.2 Independent Inquiry: The Institutions who are participants in this Agreement, whether paid under this Agreement or not, shall not engage in similar research inquiries made independently under other grants, contracts or agreements with parties other than the DTIH.

12.3 Notice: Any notice or communication pursuant to this Agreement shall be sufficiently made or given if sent by certified or registered mail, postage prepaid, or by overnight courier, with proof of delivery by receipt, addressed to the address below or as either party shall designate by written notice to the other party.

### In the case of DTIH:

Dental Technology Innovation Hub  
3<sup>rd</sup> Floor, Room No. 309, Phase II Building  
Maulana Azad Institute of Dental Sciences  
MAMC Complex, New Delhi - 110002

### In the case of Institutions:

Dr. Vivek Hegde  
M.A. Rangoonwala Dental College & Hospital  
Hidayatullah road, Azam Campus,  
Camp Pune - 411001

12.4 Force Majeure: Any failure or delay of any party to perform any obligation under this Agreement solely by reason of acts of God, which term shall include government acts, riots, wars, strikes, lockouts, accidents in transportation or other causes beyond its control, shall not be deemed to be breach of this

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Agreement, provided, however, that the party so prevented from complying with its obligations under this Agreement shall continue to take all actions within its power to comply with its obligations as fully as possible, to the other Party's fullest satisfaction except where the nature of the event shall prevent it from doing so, the Party suffering such Force Majeure event shall notify the other Party in writing within 10 days after the occurrence of such Force Majeure event and shall in every instance, to the extent it is capable of doing so, use its best efforts to remove or remedy such cause with all reasonable dispatch. If the Force Majeure causes continue beyond 90 days of such notice by the affected Party then in such case, the affected Party shall forthwith terminate the Agreement.

#### 12.5 Governing Law

- a) The validity, construction and performance of Agreement shall be governed by and interpreted in accordance with and governed by the laws of India.
- b) If any provision or part thereof of this Agreement be or become ineffective or beheld to be invalid, then the same shall not affect the validity of the remaining provisions thereof.

#### 12.6 Arbitration:

- a. In case any difference and/or dispute arises between the Parties herein under or in relation to this Agreement, the Parties shall hold mutual discussions to resolve such differences and/or disputes in an amicable manner for the best interests of both the Parties. The Parties shall try to resolve the differences and/or disputes within 30 days or such extended time as may be agreed between the Parties.
- b. All disputes and differences between the parties hereto regarding the interpretation scope or effect of any of the terms and conditions herein contained or in any way touching or concerning these presents shall be referred to a Sole Arbitrator appointed jointly by DTIH and Institution and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act 1996 or any other statutory re-enactment or modification thereto for the time being in force. The parties appointing the arbitrators shall meet the cost of their respective arbitrator while the expenses incurred on behalf of the presiding arbitrator and other common expenses shall be equally shared between the arbitrating parties and the decision or award so given shall be binding on the parties hereto. The seat, or legal place, or venue of arbitration shall be Delhi, India. The language to be used in the arbitral proceedings shall be English.

12.7 Jurisdiction: Subject to the provisions of the Clause above relating to Arbitration, the Civil Courts in Delhi shall have exclusive jurisdiction to deal with all matters arising out of or concerning the Agreement, including any application/ petitions under the Arbitration and Conciliation Act, 1996.

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- 12.8 Severability:** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of this Agreement is not affected in any manner adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner.
- 12.9 Waiver:** Neither party waives its right to enforce any and all provisions of the Agreement at any time during the Term. Either party's failure to enforce any provision shall not prejudice such party from later enforcing or exercising the same or any other provision of the Agreement.
- 12.10 Modifications:** This Agreement may not be changed, altered, modified, amended, rescinded, cancelled or waived except by a writing executed by authorized representatives the parties.
- 12.11 Further Cooperation:** In order to confirm this Agreement or carry out its provisions or purposes, each Party shall cooperate with the other and shall take such further action and execute and deliver such further documents as the other may reasonably request.
- 12.12 Assignability:** No Party may assign its rights or delegate its duties (by subcontract or otherwise) under this Agreement without the prior written consent of the other Parties.
- 12.13 Additional Instruments**  
Each of the Parties shall, from time to time, at the request of any other Party, execute, acknowledge and deliver to the other Parties any and all further instruments that may be reasonably required to give full force and effect to the provisions of this Agreement.
- 12.14 Counterparts:** This Agreement may be executed and delivered (including by facsimile transmission) in two counterparts, and by both the Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Agreement.
- 12.15 Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to the subject-matter hereof and supersedes all prior agreements and undertakings, both written and oral, between the parties, or any of them, with respect to the subject matter hereof.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the date first above written.

For DTIH

Name: Prof. Dr. Vivek Hegde

Title: Principal Investigator  
Dental Technology Innovation Hub (DTIH)  
Maulana Azad Institute of Dental Sciences

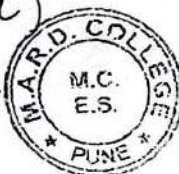
Date: 31/08/2023

For Institution

X Dugal

Name: (Dr. Ramandeep Dugal)  
PRINCIPAL

Title (with stamp): M.A. RANGOONWALA COLLEGE OF DENTAL  
SCIENCES & RESEARCH CENTRE, PUNE



Date: 31/08/2023

Principal Investigator confirms that he has read and understands this Agreement and agrees to abide by its terms.

X Hegde

Principal Investigator

Dr. Vivek Hegde  
M.A. Rangoonwala Dental College & Hospital -  
Hidayatullah road, Azam Campus,  
Camp Pune - 411001

Date: 31/08/2023

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[Signature]  
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[Signature]  
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# The Muslim Co-Operative Bank Ltd. Pune

Branch: 0019-AZAM CAMPUS

Report No.: TB-R-014

## Account Statement

CURRENT DEPOSIT [11001]

Chart of Account :

From Date :

Account Number :

Customer Name :

Customer ID :

Joint Name 1

Joint Name 2

Joint Name 3

Joint Name 4

Address :

City :

State :

Telephone Number :

RTGS/NEFT/IFSC- CODE :

01-Jul-2023

001911001000869

MCES MAR COLLEGE OF DENTAL SCIENCE AND RESEARCH CENTRE

44023426

PEERPASHA H A R INAMDAR

IRFAN JAN MOHAMED SHAIKH

DR VIVEK HEGDE

KRISHNAMURTHY NAGARAJA KALYANASUNDRAM

2390 K B H ROAD AZAM CAMPUS CAMP

PUNE

MAHARASHTRA

18005727151 9823378622

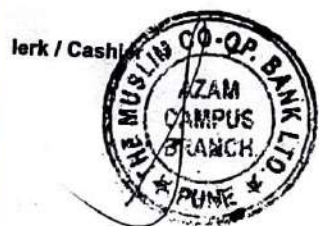
MSLM0000019

To Date : 08-Nov-2023

Status : OPEN

TXN Date	Value Date	Description	ReferenceNo /ChequeNo	Tr. Mode	Branch Code	Debit	Credit	Balance
25-Jul-2023	25-Jul-2023 17:13:03	A/C OPENING	30252/	By Csh	0019		5000.00	5000.00 Cr
09-Oct-2023	09-Oct-2023 18:01:52	/001078755946/NEF T/BP A/C OUTWARD NEFT/RTGS/UBIN05 66420///	38778/	By Trf	0019		1732440.00	1737440.00 Cr
12-Oct-2023	12-Oct-2023 17:35:15	Chq book chrg. [No. :1]	37023/	To Trf	0019	200.00		1737240.00 Cr
Voucher : 3 Summation of Debits and Credits...						200.00	1737440.00	1737240.00 Cr

Note : Unless a Constituent notifies Bank / Society immediately of any discrepancy found by him in the statement of account it will be taken that he was found the balance in the account as correct.



Officer

Branch Manager

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id by '0259' on 08-Nov-2023 at 13:9

Bank



GOVERNMENT OF INDIA  
Ministry of Science & Technology  
Department of Science & Technology  
DST/BDTD/HUB/MAIDS/01/2023 (C)  
**Terms & Conditions**

1. The grantee organization will furnish to the Department of Science & Technology, financial year wise Utilization Certificate (UC) in the proforma prescribed as per GFR 2017 and audited statement of expenditure (SE) along with up to date progress report (Vis-a-Vis Target Vs-Achievement) at the end of each financial year duly reflecting the interest earned / accrued on the grant received under the project. This is also subject to the condition of submission of the final statement of expenditure, utilization certificate and project completion report within one year from the scheduled date of completion of the project.
2. The grantee organization will have to enter & upload the Utilization Certificate in the PFMS portal besides sending it in physical form to this Division. The subsequent/final installment will be released only after confirmation of the acceptance of the UC by the Division and entry of previous Utilization Certificate in the PFMS.
3. If the grant has been released under capital head through separate sanction order under the same project for purchase of equipment(s), separate SE/UC has to be furnished for the released Capital head grant.
4. The grant-in-aid being released is subject to the condition that:-
  - a) A transparent procurement procedure in line with Provisions of General Financial Rules 2017 will be followed by the Institute/Organization under the appropriate rules of grantee organization while procuring capital assets sanctioned for the above mentioned project and a certificate to this effect will be submitted by the Grantee organization immediately on receipt of the grant.
  - b) While submitting Utilization Certificate/Statement of Expenditure, the organization has to ensure submission of supporting documentary evidences with regard of the purchase of equipment/capital assets as per the provisions of GFR 2017. Subsequent release of grants under the project shall be considered only on receipt of the said documents.
5. As per the GFR 2017 Rule 230 (8) the Grantee Institute should ensure that all the interests or other earnings against Grant-in-Aid or advances (other than reimbursement) released to any Grantee institution should be mandatorily remitted to the Consolidated Fund of India immediately after finalization of the accounts. Such advances will not be allowed to be adjusted against future releases.
6. As per the GFR 2017 Rule 230 (17) "the Grantee Institute should agree to make reservations for Scheduled Castes and Scheduled Tribes or OBC in the posts or services under its control on the lines indicated by the Government of India"
7. The grantee organization will maintain separate audited account for the project and the entire amount of grant will be kept in an interest bearing bank account. For Grants released during F.Y. 2017-18 and onwards, all interests and other earnings against released Grant shall be remitted to Consolidated Fund of India (through Non-Tax Receipt Portal (NTRP), i.e. [www.bharatkosh.gov.in](http://www.bharatkosh.gov.in)), immediately after finalization of accounts, as it shall not be adjusted towards future release of Grant. A certificate to this effect shall have to be submitted along with Statement of Expenditure/ Utilization Certificate for considering subsequent release of Grant/ Closure of Project accounts.
8. DST reserves sole rights on the assets created out of grants. Assets acquired wholly or substantially out of government grants (except those declared as obsolete and unserviceable or condemned in accordance with the procedure laid down in GFR 2017), shall not be disposed of without obtaining the prior approval of DST.
9. The account of the grantee organization shall be open to inspection by the sanctioning authority and audit (both by C&AG of India and Internal Audit by the Principal Accounts Office of the DST), whenever the organization is called upon to do so, as laid down under Rule 236(1) of General Financial Rules 2017.
10. Due acknowledgement of technical support / financial assistance resulting from this project grant should mandatorily be highlighted by the grantee organization in bold letters in all publication / media release as well as in the opening paragraphs of their Annual Reports during and after the completion of the project.
11. Failure to comply with the terms and conditions of the Bond will entail full refund with interest in terms of Rule 231 (2) of GFR 2017.
12. It is mandatory to use EAT module in PFMS, failing which no further funds shall be released.
13. Goods (Consumable/Equipment) available in GeM portal are to be procured mandatorily online through GeM only as per the provisions of Rule 149 of GFR.
14. The Grantee Institute should follow Global Tendering Enquiry (GTE) conditions as per Department of Expenditure ID Note No:4/1/2021-PPD dated 10.09.2021.
15. If One time assistance or non-recurring grant as Grant-in-Aid for Rs. 10.00 lakhs to Rs. 50.00 lakhs, it should be included in the Annual Report of the Institute.
16. The Grantee Institute must ensure any other provisions of GFR-2017 and guidelines/amendments issued from Govt. of India from time to time.

  
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भारत सरकार  
विज्ञान और प्रौद्योगिकी मंत्रालय  
विज्ञान और प्रौद्योगिकी विभाग।  
DST/BDTD/IIHR/MAINS/01/2023 (C)  
**निबंधन और शर्तें**

1. अनुदानग्राही संस्थान प्रत्येक वित्त वर्ष के अंत में इस परियोजना के अंतर्गत प्राप्त अनुदान पर अर्जित/प्रोद्भूत ब्याज को विधिवत रूप से दर्शाते हुए अद्यतन प्रगति रिपोर्ट (लक्ष्य बनाम उपलब्धि) के साथ जीएफआर 2017 में विनिर्दिष्ट प्रारूप में वित्तीय वर्ष-वार उपयोग प्रमाण पत्र (यूसी) और व्यय का लेखापरीक्षित विवरण (एसई) विज्ञान और प्रौद्योगिकी विभाग को प्रस्तुत करेगा। यह परियोजना की समाप्ति की निर्धारित तारीख से एक वर्ष भीतर व्यय का अंतिम विवरण, उपयोग प्रमाण-पत्र और परियोजना समाप्ति रिपोर्ट प्रस्तुत करने की शर्त के भी अधधीन है।
2. अनुदानग्राही संस्थान को उपयोग प्रमाण-पत्र इस प्रभाग में भौतिक रूप में भेजने के साथ-साथ पीएफएमएस पोर्टल पर प्रविष्टि और अपलोड करना होगा। अनुवर्ती/अंतिम किस्त प्रभाग द्वारा यूसी की स्वीकृति की पुष्टि और पीएफएमएस में पूर्ववर्ती उपयोग प्रमाण-पत्र की प्रविष्टि के बाद ही जारी की जाएगी।
3. यदि अनुदान एक ही परियोजना के अंतर्गत उपस्कर (रॉ) की खरीद के लिए पृथक संस्वीकृति आदेश के माध्यम से पूंजी-शीर्ष के अंतर्गत जारी किया गया है तो जारी किया गया पूंजी-शीर्ष अनुदान के लिए पृथक एसई/यूसी प्रस्तुत करना होगा।
4. जारी किया जा रहा सहायता अनुदान निम्नलिखित शर्तों के अधधीन है-

क) उपर्युक्त परियोजना के लिए संस्वीकृत पूंजी आस्तियों की खरीद करते समय अनुदानग्राही संस्थान के उचित नियमों के तहत संस्थान/संगठन द्वारा सामान्य वित्तीय नियमावली 2017 के उपबंधों के अनुरूप पारदर्शी खरीद प्रक्रिया का अनुपालन किया जाए और अनुदान प्राप्ति पर तुरंत प्रभाव से अनुदानग्राही संगठन द्वारा इस आशय का प्रमाण-पत्र प्रस्तुत किया जाए।

ख) उपयोग प्रमाण-पत्र/व्यय विवरण प्रस्तुत करते समय, संगठन को जीएफआर 2017 के उपबंधों के अनुसरण में उपस्कर/पूंजी आस्तियों की खरीद के संबंध में संबंधित दस्तावेज-साक्ष्य प्रस्तुत करना सुनिश्चित करना होता है।

5. जीएफआर नियमावली 2017 के नियम 230 (8) के अनुसार अनुदानग्राही संस्थान को सुनिश्चित करना चाहिए कि किसी भी अनुदानग्राही संस्थान को जारी किए गए सहायता अनुदान या अग्रिम (प्रतिपूर्ति से भिन्न) पर प्राप्त समस्त प्रकार के ब्याज या अन्य आय को लेखों को अंतिम रूप दिए जाने के तुरंत बाद भारतीय समेकित निधि में अनिवार्य रूप से विप्रेषित किया जाए। ऐसे अग्रिमों को भविष्य में जारी की जाने वाली निधियों में समायोजित करने की अनुमति नहीं दी जाएगी।

6. जीएफआर नियमावली 2017 के नियम 230 (17) के अनुसार, "अनुदानग्राही संस्थान को भारत सरकार के निर्देशानुसार अपने नियंत्रणाधीन पदों या सेवाओं में अनुसूचित जाति या अनुसूचित जनजाति या ओबीसी के लिए आरक्षण रखने पर सहमत होना चाहिए।"

7. अनुदानग्राही संस्थान परियोजना का पृथक परीक्षित लेखा रखेगा और अनुदान की समस्त राशि बैंक खाते में संचायक रखी जाएगी। वित्तीय वर्ष 2017-18 के दौरान और उसके बाद जारी अनुदान के लिए, अनुदान के लिए सभी प्रकार के ब्याज या अन्य आय ऐसे लेखों को अंतिम रूप दिए जाने के तुरंत बाद भारतीय समेकित निधि में (गैर कर प्राप्ति पोर्टल (एनटीआरपी) अर्थात् [www.bharatkosh.gov.in](http://www.bharatkosh.gov.in) के माध्यम से) विप्रेषित की जाएगी, क्योंकि यह राशि भविष्य में जारी की जाने वाली राशि में समायोजित नहीं की जाएगी। अनुवर्ती अनुदान के निर्गम/परियोजना खाते को बंद करने पर विचार किए जाने के लिए, व्यय विवरण/उपयोग प्रमाण-पत्र के साथ इस आशय का प्रमाण पत्र प्रस्तुत करना होगा।

8. डीएसटी, अनुदान से सृजित परिसंपत्तियों पर एकमात्र सुरक्षित अधिकार रखता है। सरकारी अनुदानों से पूरी तरह से या पर्याप्त रूप से अर्जित संपत्ति (जीएफआर 2017 में निर्धारित प्रक्रिया के अनुसार अप्रचलित और अनुपयोगी घोषित अनुदानों से इतर), का निपटारा डीएसटी का पूर्व अनुमोदन प्राप्त किए बिना नहीं किया जाएगा।

9. जैसा कि सामान्य वित्तीय नियमावली 2017 के नियम 236 (1) के तहत निर्धारित किया गया है, अनुदानग्राही संगठन का लेखा स्वीकृति प्रदाता प्राधिकारी और लेखा परीक्षक (भारत के नियंत्रक एवं महालेखापरीक्षक और डीएसटी के प्रधान लेखा कार्यालय दोनों द्वारा आंतरिक लेखा परीक्षा) द्वारा निरीक्षण किए जाने, जब भी संगठन को ऐसा करने के लिए कहा जाता है, हेतु अभिगम्य होगा।

10. इस परियोजना अनुदान से प्राप्त तकनीकी सहायता/वित्तीय सहायता की उचित पावती को अनुदानग्राही संगठन द्वारा सभी प्रकाशनों/मिडिया प्रकाशनों में मोटे अक्षरों में और परियोजना के पूरा होने के दौरान और तदुपरांत उनकी वार्षिक रिपोर्टों के शुरुआती पैराग्राफों में अनिवार्य रूप से दिखाया किया जाना चाहिए।

11. बॉन्ड के नियमों और शर्तों का पालन करने में असफल होने पर जीएफआर 2017 के नियम 231 (2) के अनुसार पूरी राशि सब्याज वापस करनी होगी।

12. पीएफएमएस में ईएटी मॉड्यूल का उपयोग करना अनिवार्य है, ऐसा न करने पर अन्य कोई भी आगामी निधि जारी नहीं की जाएगी।

13. जीएफआर के नियम 149 के उपबंधों के अनुसार जीईएम पोर्टल पर उपलब्ध वस्तुओं (उपभोग्य वस्तु, उपस्कर) का अनिवार्यतापूर्ण आने लाइन प्रापण जेम (जीईएम) ही के माध्यम से किया जाना है।

14. अनुदान ग्राही संस्थान को व्यय विभाग के आईडी नोट संख्या: 4/1/2021-पीपीडी दिनांक 10.09.2021 के अनुसार वैश्विक निविदाकरण जांच-पड़ताल (जीटीई) नियमों का पालन करना चाहिए।

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15. यदि एकमात्र सहायता या गैर-आवर्ती अनुदान 10,00,00,00,00 लाख रुपये के सहायता अनुदान का हो तो इसे संस्थान की वार्षिक रिपोर्ट में दर्ज किया जाना चाहिए।

PRINCIPAL

M. A. RANGONWALA COLLEGE OF DENTAL  
SCIENCES & RESEARCH CENTRE, PUNE



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16. अनुदान राशी संस्थान को जीएफआर 2017 के किसी भी अन्य उपाबंध और समग्र समग्र पर भारत सरकार द्वारा जारी दिशा निर्देश/संशोधन का अनुपालन सुनिश्चित करना चाहिए।

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7 M A RANGOONWALA DENTAL COLLEGE AND HOSPITAL ( Dr. Vivek Hegde)

Items	Budget Summary (in Rs.)					
	Year-1	Year-2	Year-3	Year-4	Year-5	Total
<b>1- Non-Recurring</b>						
3D Printer, Gun for Heating, Dental Tip Solid Piece, Endopack Heater Tip-Resin based 3D printer, Heating Gun - Dental, Dental Tip- Vibra Tip, Dental tip for Endopack - 1	1000000	0	0	0	0	1000000
<b>Subtotal (Capital)</b>	1000000	0	0	0	0	1000000
<b>2- Recurring</b>						
<b>Project Staff</b>	944880	944880	0	0	0	1889760
Project Associate-I-2(Rs. 31000 + 27% HRA)	944880	944880	0	0	0	1889760
<b>Consumables</b>	200000	200000	0	0	0	400000
<b>Contingency</b>	100000	100000	0	0	0	200000
<b>Travel</b>	100000	100000	0	0	0	200000
<b>Overhead</b>	120000	248000	0	0	0	368000
<b>Subtotal (General)</b>	1464880	1592880	0	0	0	3057760
<b>Total Project Cost (Cap. + Gen.)</b>	2464880	1592880	0	0	0	4057760

31/03/23

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*[Signature]*

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M. A. RANGOONWALA COLLEGE OF DENTAL  
SCIENCES & RESEARCH CENTRE, PUNE



*[Signature]*

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