



सत्यमेव जयते

# INDIA NON JUDICIAL Government of Karnataka

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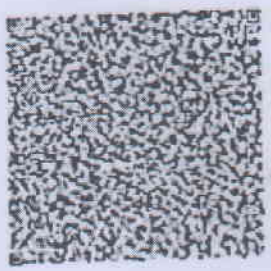
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: NONACC (FI)/KAKA/CISB/ MANGALORE/ KA-DK  
: SUBIN-KAKA/EFCL08322/0078555809P  
: KBITS  
: Article 12 Bond  
: AGREEMENT  
: 0  
: (Zero)  
: KBITS  
: ST ALOUISH COLLEGE AUTONOMOUS MANGALORE  
: KBITS  
: 100  
: (One Hundred only)

**MAC COPY**

For Shree Poomanandaa Vividhodesha  
Sounhanda Sahakari NI, Mangalore

Authorized Signature



Certified that this is a True Photostat  
Copy of the Original Produced Before  
me this Day.

*[Signature]*  
NOTARY



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## AGREEMENT

This Agreement is made on this the 23<sup>rd</sup> day of August 2017.

BETWEEN:

Karnataka Biotechnology and Information Technology Services (KBITS),

*[Signature]*

A Society registered under the  
Karnataka Societies Registration Act 1960,  
having its registered office at  
BMTC Building, 'B' Block, 4<sup>th</sup> Floor  
K.H. Road, Shantinagar,  
Bengaluru - 560027,  
represented by its Managing Director Mrs. Salma K. Fahim

(Hereinafter referred to as the **FIRST PARTY**, which expression  
wherever the context means and requires will include its successors in  
interest and assigns) of the One Part;

AND:

St. Aloysius College (Autonomous) Mangaluru, St. Aloysius College  
Road, Light House Hill, P.B. No. 120, Mangaluru 575 003, Kamataka  
Represented by its Principle Rev. Dr. Praveen Martis S J.

(Hereinafter referred to as the **SECOND PARTY**, which expression  
wherever the context means and requires will include its successors in  
interest and assigns) of the Other Part;

**WITNESSETH:**

**WHEREAS** having implemented the BTFS programme for the period of  
five years, the need to continue the BTFS programme with suitable  
modifications was felt considering the continued requirement of trained  
manpower at different job levels of biotech Industry. Also, keeping in  
mind the renewed focus of the programme, Biotechnology Finishing  
School [BTFS] programme has been renamed as Biotechnology Skill  
Enhancement Programme [BiSEP];



*Principal*

Principal

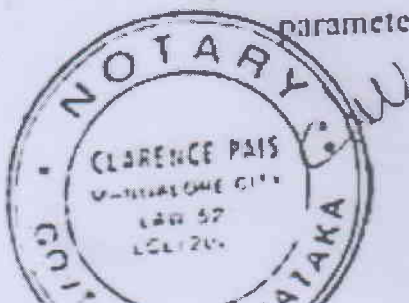
ST. ALOYSIUS COLLEGE (MANGALURU)

WHEREAS pursuant the above, The State Government issued Government Order GO No. ITD 10 MDA 2016 Bengaluru dated 21.06.2016; where in terms of the same, the State Government constituted a committee for the selection of institutes for Biotechnology Skill Enhancement Programme [BiSEP];

WHEREAS the Selection Committee which was constituted pursuant to the said Government Order, through newspaper advertisement on 13-05-2016 and department website, called upon the interested educational institutions to participate in the said objective of instituting BiSEP in their institution;

WHEREAS in response to the newspaper advertisement and/or department website, several educational institutions through their applications, expressed their interest to set-up BiSEP in their institution and the said Selection Committee following the procedures for selection of such institution, selected 18 institutions where the Second Party is one such institution;

WHEREAS the Selection Committee which was constituted pursuant to the said Government Order has recommended to provide for one-time non-recurring equipment grant of Rs.100 lakhs each to 7 [seven] select new institutions where the Second Party is not one such institution; recurring expenses grant of Rs.10 lakhs per year per institute; and 50% of the maximum course fee fixed at Rs.50,000/- on the basis of stipulated ten [10] maximum number of students from Karnataka taking admission and on submission of prescribed supporting documents like copy of filled in college admission form, fees paid receipt, marks cards or any such documents prescribed time to time, for the period of five [5] academic calendar years to all the BiSEP Host Institutions and also framed certain parameters to extend financial support for such selected institute;





WHEREAS the Government of Karnataka based on the proposal received from KBITS for launch of Biotechnology Skill Enhancement Programme (the 2<sup>nd</sup> phase of Biotechnology Finishing Schools (BTFS) programme) in order to equip graduates and post-graduates with necessary employable skills to make them Industry ready, announced to establish BiSEP in the State of Karnataka vide its notification in G.O.No. ITD 02 MDA 2017, Bengaluru; dated 28-07-2017 (Annexure - II) which forms part of this agreement;

WHEREAS the Second Party has agreed to comply with all the criteria, terms and conditions prescribed by the State Government and the First Party in order to set up and conduct the BiSEP as per the terms and conditions and also to avail the financial assistance extended by the State Government;

WHEREAS considering the representation of the Second Party, the First Party has agreed to extend the financial assistance prescribed in the Government Order towards instituting BiSEP and subject to the Second Party strictly abiding with the guidelines and other terms and conditions of the said Government order, both the parties are desirous of entering into this Agreement on the following terms and conditions;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That the First Party based on the representation and assurances made by the Second Party, have permitted them to institute Post-Graduate Diploma in Fermentation and bioprocessing course under BiSEP in their institution, subject to necessary approvals from competent authority.

*[Signature]*  
Principal



2. That the First Party based on the Government Order and the guidelines and the eligibility criteria laid down by the Selection Committee, has framed the procedure, terms and conditions to set up the BiSEP and conduct the courses in accordance with the same which is detailed and annexed as Annexure-I to this agreement, which forms as part and parcel of this Agreement.
3. That the Second Party has agreed that it shall strictly follow the procedure and terms and conditions laid down in Annexure-I for the purpose of setting up of BiSEP, selecting the courses and other infrastructure, duration of the course, selection of students, conduct of courses and other parameters prescribed under Annexure-I scrupulously without committing the breach of any of the terms and conditions.
4. That the Second Party being BTFS Host Institute that the Selection Committee qualified for 2<sup>nd</sup> phase is not eligible for receiving one-time non-recurring equipment grant of Rs.100 lakhs support considering that such support has been already availed by them.
5. That the Second Party shall keep the required infrastructure including laboratory instruments and related gadgets relevant to the course offered ready for induction of students and commencement of the course well within the period specified.
6. That the First Party shall release an amount of Rs.10 lakhs as the 1<sup>st</sup> installment out of which amount, the Second Party shall utilize it for manpower, consumables and contingency and for the purpose it is provided strictly abiding with the guidelines and other terms and conditions of the said Government Order.



7. That the Second Party shall submit a report of the setting up of the BiSEP in terms and conditions prescribed under Annexure - I and the First Party or its representative shall audit, inspect the establishment or operationalization of the BiSEP and after the submission of its satisfactory report, the next installment of Rs.10 lakhs for the 2<sup>nd</sup> year shall be released towards the expenses of manpower, consumables and contingency and the Second Party shall utilize it for the purpose it is provided strictly abiding with the guidelines and other terms and conditions of the said Government order.
8. That the Second Party has agreed to utilize the financial assistance of recurring expenses grant of Rs.10 lakhs per year for the period of not more than 5 years extended by the State Government through the First Party only for the purpose for which it has been extended and First Party shall release the recurring grant amount only when in receipt of the utilization certificates duly certified by registered chartered accountant and an audited Statement of Accounts in respect of the prior tranche of funding.
9. That the Second Party shall open a separate account in a bank in respect of the financial transactions concerning to the BiSEP and maintain all financial transactions pertaining to operation of the Programme/Scheme only through this account.
10. That the Second Party shall maintain separate audited accounts for the funds received; if it is found expedient to keep a part or whole of the grant in a bank account earning interest, the interest amount earned should be reported to the State Government. The interest thus earned will be treated as a credit to the Institute to be adjusted towards further instalment of the grant.

*[Signature]*  
Principal  
[AUTONOMOUS]





11. That the Second Party will furnish to the First Party, Utilisation Certificate duly certified by registered chartered accountant and an audited Statement of Accounts pertaining to the grant received immediately after the end of the each financial year.
12. That the Second Party has agreed for accounts of the Second Party will be open to inspection by the Sanctioning Authority/Audit whenever Second Party is called upon to do so.
13. That the Second Party shall utilize existing faculty and recruit new faculty as per the guidelines of BiSEP to impart the training as required for the successful implementation of the BiSEP and also would have agreement with a suitable industry partners to provide internship to students in terms of Annexure-I.
14. That the Second Party shall submit periodical report with respect to the progress of the implementation of BiSEP once in 6 months in the format that First Party may specify.
15. That the Second Party shall not transfer the BiSEP or any of its funds/infrastructure pertaining to BiSEP to any of the Second Party's entities or to any third party without prior knowledge or written consent by the First Party. In the event, if the Second Party does the same, the First Party would view it very seriously and also would initiate appropriate legal proceedings for violation.
16. That the Second Party shall furnish all the details of equipments and other consumables that it had procured out of the financial assistance given by the First Party and the Second Party at no point of time, shall hypothecate or transfer the said property to any other third party in whatsoever manner, unless these are declared un-serviceable and are condemned in accordance with the procedures prescribed in GFRs, and with the prior approval of the Managing Director, KBITS/Sanctioning Authority.



*London*

17. That the Second Party shall at no point of time create any third party interest or alienate or subject to any manner of encumbrance the said infrastructure including equipments, computers peripherals, internet equipment etc., in favour of third parties.
18. That the Second Party shall not misuse the financial assistance released by the First Party / State Government in any manner whatsoever and strictly utilize the same for implementation of the project as envisaged by the Government subject to terms and conditions of this agreement and the Government orders.
19. That the Second Party shall select and admit the students strictly in accordance with the terms and conditions without there being any sort of favoritism in the same and in the event, if the Second Party does so, it shall be solely responsible for all consequences and the First Party shall not be responsible for the same in any manner whatsoever and that the Second Party fully indemnifies the First Party of all damages arising out of the breach of this term.
20. That it is agreed by both the parties that in the event of the Second Party failing to implement the said directives or any of the conditions made herein, misappropriation of funds released, or commit any breach of terms and conditions of this Agreement including that of Annexure I & II, without any notice to the Second Party, the First Party shall terminate this agreement and also cancel the financial assistance extended to the Second Party immediately and also to forfeit the entire equipments / infrastructure made available at the institute out of above funds from the Government and demand in full return of any un-spent funds from the Government available with the Second Party along with punitive interest at the rate of 24% per annum immediately.

*Remarks*





21. That the Second Party shall maintain all the documents that are required to be maintained for students admission to course under BiSEP, training imparted and course completion certificate and it should cooperate with the officials of the First Party as and when they visit the Second Party in order to supervise the proper implementation of the programme as envisaged by the State Government and/or undertake comprehensive audit with the Second Party obligated to provide with such documents/details demanded by First Party in pursuance of such audit.
22. That the Second Party shall implement the project and run the said BiSEP for a minimum period of Five (5) years on academic year basis from the date of its establishment. In the event of failure to implement the project in any one of the years, the First Party shall terminate the Agreement without showing any cause to the Second Party.
23. That the Second Party without the knowledge or consent of the First Party shall not change its body constitution in any manner and in the event it does the same, this Agreement and also the Financial Assistance Agreement shall be immediately terminated.
24. That the Second Party shall adhere to all the relevant existing laws in the matter of admission of students and provide all the benefits and facilities to the students as per the existing laws in force.
25. The Second Party hereby indemnifies the First Party against any claims that may arise from the employees or staff members engaged in BiSEP by the Second Party, in whatsoever manner. This indemnification is extended in respect of any salary/bonus and associated contractual or statutory arrears in respect of any person hired by the Second Party and/or associated with the BiSEP.



26. That the Second Party shall furnish the details of the entire infrastructure and other facilities that are purchased and installed utilizing the funds in the said BiSEP along with proof of invoices/bills and submit the same to the First Party when asked within the specific period of time.
27. That the Second Party shall abide by all the existing applicable laws in respect of carrying on the BiSEP.
28. That the Second Party shall hereby indemnify and agree to indemnify and keep the First Party and every one claiming under them indemnified and harmless at all times against all or any actions, damages, charges, litigation, costs, claims encumbrances, losses or other consequences arising out of any contractual obligations entered into by the Second Party with the First Party.
29. That the Second Party shall execute an Indemnity Bond on stamp paper valued at Rs. 200/- for the amount received as financial assistance from the Government for a minimum period of Five Years and in the event of the Second Party violating any of the terms and conditions of either this agreement or guidelines and other terms and conditions prescribed under Annexure-I or any other directives issued by the State Government or by KBITS (First Party), shall have the right to immediately, without giving any notice to the Second Party, invoke the Indemnity Bond.
30. That the Second Party shall not represent that the said BiSEP is its own stream but should represent that BiSEP is a stream offered by Government or the First Party in its promotional materials and in the event the Second Party fails to do so, the same would be treated as breach of condition of this Agreement and also would be treated as misrepresentation to the public or any financial institutions or any company dealing with the said BiSEP.



*Signature*

31. That it is made clear that there will be no contractual obligation or any arrangement between the First Party and the industry partner of the Second Party and the said relationship is solely between the Second Party and its industry partner.

32. That the First Party reserves its right to cancel the candidature of any student selected by the Second Party if such student or faculty does not comply with the eligibility criteria or any other parameters prescribed by the First Party and the decision of the First Party in this regard is final.

33. That the First Party reserves its liberty to terminate this Agreement and recall the financial assistance extended to the Second Party in the event if the Second Party found to breach any of the terms and conditions of this Agreement including Annexure-I and also equipments that are purchased out of the funds extended by the First Party.

IN WITNESS WHEREOF the First Party has signed at Bengaluru and the Second Party has signed this Agreement at Mangaluru and delivered this Agreement on the day, month and year first above mentioned in the presence of the following witnesses:

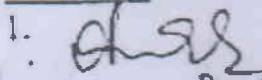
FIRST PARTY

SECOND PARTY

Principal


ST ALOYSIUS COLLEGE (AUTONOMOUS)  
MANGALORE - 575003

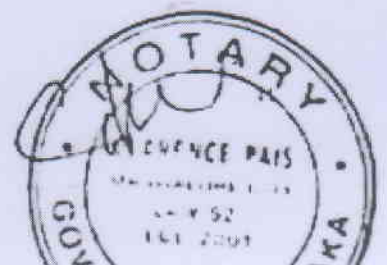
Witnesses:

1.   
Registrar Dr. A. M. Nagaraj  
Registrar  
St. Aloysius College (Autonomous)  
MANGALORE - 575003.

Certified that this is a True Photostat  
Copy of the Original Produced Before  
me this Day.

NOTARY

2.   
Dr. Jiji George  
DEPT. PROFESSOR &  
BSEF COORDINATOR  
ST. ALOYSIUS COLLEGE, MANGALORE



VOLUME NO: 02

NOTARY REGISTER NO. 1133.