

# **MEMORANDUM OF UNDERSTANDING (MOU)**



**BETWEEN**

**Kal. Amdar Brahmddevdada Mane Shikshan Va Samajik Prathishthan, Belati Sanchalit**



**BRAHMDEVDA MANE INSTITUTE OF TECHNOLOGY,  
SOLAPUR**

**AND**



**BHABHA ATOMIC RESEARCH CENTRE, TROMBAY,  
MUMBAI.**

**FOR**

**AKRUTI TECH PACK DEPLOYMENT IN RURAL SECTOR**

**(UNDER THE FRAMEWORK OF DAE-SOCIETAL INITIATIVE)**

**(2019)**

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**AGREEMENT**  
**BETWEEN**  
**BHABHA ATOMIC RESEARCH CENTRE, MUMBAI**  
**MAHARASHTRA**

**AND**

**BRAHMDEV DADA MANE INSTITUTE OF**  
**TECHNOLOGY, SOLAPUR, MAHARASHTRA**

**FOR**

**AKRUTI TECH PACK DEPLOYMENT IN RURAL**  
**SECTOR**

*(UNDER THE FRAMEWORK OF DAE-SOCIETAL INITIATIVE)*

**Year - 2019**

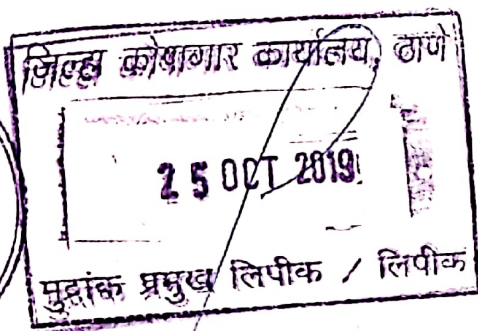
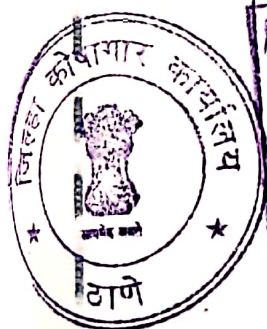




महाराष्ट्र MAHARASHTRA

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AGREEMENT BETWEEN BHABHA ATOMIC RESEARCH CENTRE (BARC), MUMBAI AND BRAHMDEV DADA MANE INSTITUTE OF TECHNOLOGY, SOLAPUR, MAHARASHTRA FOR 'AKRUTI TECH PACK' FOR DEPLOYMENT IN RURAL SECTOR (UNDER THE FRAMEWORK OF DAE SOCIETAL INITIATIVE)

The Agreement made between BHABHA ATOMIC RESEARCH CENTRE (BARC), Trombay, Mumbai – 400 085, Maharashtra, Department of Atomic Energy (DAE), Government of India (hereinafter called 'BARC', which expression shall include its successors-in interest and assigns), of the first part

AND

BRAHMDEV DADA MANE INSTITUTE OF TECHNOLOGY, Located At Solapur-Mangalwedha State Highway, Belati, Post Bax No. 224, Pin-413002 (hereinafter called "BMIT" which expression shall include its successors & assigns) of the other part.

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## PREAMBLE

Whereas BARC is a premier multidisciplinary R&D organization under the Department of Atomic Energy, Government of India, engaged in research with the objective of generating knowledge and technique for nuclear power generation, advancement of science, use of radioisotopes in industry, health and agriculture, research in frontier areas of science and technology. Under the framework of DAE societal initiative, based on the development of Non-Power Applications (NPAs) and Spin-off technologies (Spinoffs) in medical, food preservation, waste management, other industrial and rural applications at BARC, a structured programme has been evolved for Advance Knowledge and Rural Technology Implementation (AKRUTI) for techno economic growth of rural areas, as one of the many schemes for Large-Scale Deployment of NPAs and Spinoffs. AKRUTI operated through NGOs have demonstrated the usefulness of BARC technologies and scope for techno-preneurship in rural sector. AKRUTI Technology Package has been designed and offered at a very affordable price to encourage and promote techno-preneurship for deployment of technologies exclusively in rural sector.

Whereas the BRAHMDEV DADA MANE INSTITUTE OF TECHNOLOGY, SOLAPUR, established in 2006 under KAI. AMDAR BRAHMDEV DADA MANE SHIKSHAN VA SAMAJIK PRATHISHTHAN, BELATI and it acted and started its academic and administrative functioning from the academic year 2006. The Prathishthan runs English Medium School, Polytechnic and Engineering College. In Engineering college it offers Degree programs in Computer Science and Engineering (CSE), Electrical Engineering (ELE), Electronics and Telecommunication Engineering (ENTC), Mechanical Engineering (MECH) and Post graduate program Master of Business Administration (MBA). It has 570 students and 150 faculty and staff. The College is affiliated to Punyaslok Ahilyadevi Holkar Solapur University, Solapur; also it is approved by AICTE New Delhi and recognized by Govt. of Maharashtra. It has active NSS cell which carries out programs like Gram Swachhata Abhiyan, Tree Plantation and works for development in rural area.

BMIT expressed its desire to utilize AKRUTI Tech Pack based BARC technologies for rural sector and also showed willingness to demonstrate, deploy and adapt these technologies contained in AKRUTI Tech Pack to village requirements to create



sustainable and income generating activities for villagers in villages. BARC and BMIT agree to take Advance Knowledge and RUral Technology Implementation (AKRUTI) initiative in the rural sector by deployment of technologies through AKRUTI Tech Pack.

Whereas BMIT is desirous to utilize AKRUTI Tech Pack for deployment of technologies in Rural sector in India.

Whereas BMIT has requested BARC and BARC has agreed to provide AKRUTI Tech Pack for the use in Rural sector and grant of license to utilize AKRUTI Tech Pack for deployment exclusively in Rural sector of India.

Now, Therefore, it is hereby agreed by and between the parties that BARC shall permit BMIT to utilise the AKRUTI Tech Pack and grant BMIT a license to utilise the technologies contained in AKRUTI Tech Pack for the deployment exclusively in Rural sector of India on terms and conditions hereinafter contained.

1. This Agreement shall supersede all prior correspondence, documents or Agreements, either written or verbal between BARC and BMIT in respect of the Technologies listed in Annexure-A hereto.

**2. SCOPE OF AGREEMENT**

This Agreement covers the modalities, terms and conditions of the deployment of the technologies contained in AKRUTI Tech Pack.

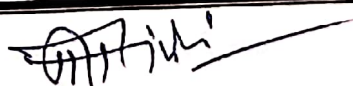
**3. GRANT OF LICENCE**

By this Agreement BARC grants a non-exclusive revocable license to BMIT to utilize the BARC developed technologies contained in AKRUTI Tech Pack for deployment exclusively in rural sector of India with a perpetual license from the date this Agreement becomes effective as per the terms and conditions stipulated in this Agreement.

**4.0 RESPONSIBILITIES OF BARC AND MODE OF DEPLOYMENT**

**4.1 AKRUTI Tech Pack Document (ATPD)**

BARC agrees to supply the technologies for rural deployment, in the form of documents, drawings, literature and advice as detailed in the AKRUTI Tech





Pack Document (ATPD), which will be handed over to BMIT at the time of signing of this Agreement. The composition of the 'ATPD' is given in Annexure-A.

## **4.2 Technical Guidance and Consultancy**

4.2.1 During the initial phase of technology deployment, from effective date of the agreement, BARC shall provide technical guidance and consultancy services at BARC by an expert personnel as mutually agreed upon to BMIT for number of days as mentioned against each technology in the Annexure-A.

BMIT shall make necessary arrangements for residential accommodation, TA/DA etc. for the above deputed personnel during the consultancy. Further, all payments shall be made through a demand draft drawn in favour of "Accounts Officer, BARC" payable at Mumbai.

4.2.2 If BMIT requires the consultancy of the BARC personnel beyond the stipulated period of agreed man days, the same may be given by BARC at the nearest AKRUTI node upon mutual agreeable convenient time during the BARC expert's visit to that AKRUTI.

## **4.3 Training**

During the initial period of TWELVE months practical training through hands on experience at one of the existing AKRUTI nodes, shall be given to personnel deputed by BMIT, as mutually agreed upon for number of days as deemed necessary by both parties. BMIT shall make necessary arrangements for residential accommodation, TA/DA etc. for the above deputed personnel during the practical training.

## **4.4 Demonstration**

Technologies of AKRUTI Tech Pack shall be demonstrated preferably at one of the existing AKRUTI sites.

## **5.0 FINANCIAL ARRANGEMENT**

5.1 BMIT agrees to pay ₹ 30,000/- (Rupees Thirty Thousand only) as charges for receiving selected technical know-how through AKRUTI Tech Pack for exclusive deployment in rural sector as mentioned in the Annexure - A.

5.2 For creating the rural awareness of benefits of radiation processing of agri-produce, high-tech consultancy service for irradiation of agri-produce on trial

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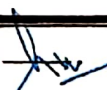
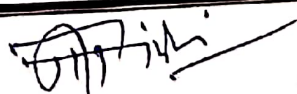
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basis once for sample quantity, sample of BARC new seeds, Preliminary exposure to Applications of Isotope techniques in Hydrological Investigations without any consultancy charges will be provided to BMIT as mentioned in the Annexure - A.

5.3 Royalty: Nil

5.4 Discount: Nil

5.5 BMIT agrees to pay Rs. 30,000/- by Demand Draft in favour of "Accounts Officer, BARC" as charges for AKRUTI Tech Pack at the time of signing Agreement.

## **6.0 RESPONSIBILITIES OF BMIT**

6.1 BMIT is responsible for execution & co-ordination of all AKRUTI activities at their end.

6.2 BMIT undertakes to deploy the technologies under the technical guidance of BARC through local HR exclusively in the rural sector and spread further through the format of 'AKRUTI-KRUTIK-FORCE'.

6.3 BMIT shall establish the place of activity as per terms and conditions of AKRUTI Tech Pack.

6.4 BMIT shall confirm within two (2) months of this agreement the address of the working place in the rural sector and inform BARC.

6.5 During the effective period of this Agreement, BARC reserves the right to inspect and test the technologies deployed by BMIT and also to inspect the working places as may be felt necessary by BARC.

6.6 Markings

6.6.1 All rural sites where technologies of AKRUTI Tech Pack are deployed by BMIT and connected publicity folders, advertisement, printed matter and products shall bear the following markings and display with prominent letters.

**Technology by BARC: "DAE-Societal Initiative" - AKRUTI Tech Pack**

6.6.2 BMIT shall indicate or cause to be indicated in all the technical documents, drawings and manuals including copies thereof furnished by BARC and in a manner approved by BARC that the design and the technology contained in the documents drawings or manuals are the property of BARC.

6.7 BMIT shall obtain necessary local statutory clearances if required for any activity to be carried out under this Agreement.

6.8 BMIT shall be bound to supply the product / part of product / services if

do not infringe any patent rights owned by others and up to the date of this Agreement no legal proceedings have been filed against BARC by anyone on account of an alleged infringement of patent rights in respect of the technologies of this AKRUTI Tech Pack, which have been already transferred to industry in the past on non-exclusive basis.

#### 10.0 NON PERFORMANCE OF OBLIGATIONS

Where one of the parties has not performed any one of its obligations, it shall not be liable for such non-performance, if it can prove that it was due to circumstances it was not bound to take into account or to avoid or to overcome as per the intention of the parties at the time of the conclusion of the Agreement. In the absence of any expression of the intention of the parties, regard shall be had to what reasonable persons in the same situation would have intended.

#### 11.0 EXERCISING AUTHORITY

Any / all instructions or notices which are to be given to and for any/all acts authorized or required to be done under or in consequence of these conditions by BARC may be done by the nominees of Director, BARC and BMIT shall accept only instructions so given. The exercising authority in the case of the BMIT shall be Dr. M. M. Mulkutkar, Principal, BMIT or his nominee.

Mr. S. G. Kulkarni

12.0 All notices required to be given hereunder shall be sent by registered post and addressed to the party concerned and shall be deemed to have been delivered if properly stamped and addressed. Notices by email are not acceptable. The stamp duty and registration charges on this document shall be borne and paid by BARC, Government of India.

#### 13.0 ARBITRATION CLAUSE

Difference of opinions, if any arising during the period of the Agreement will be settled on the basis of mutual consultation by the signatories or their designated nominees. In the event of any question, dispute or differences arising under these conditions or any special condition of Agreement or in connection with this Agreement, except as to any matters, the decision of which is specially



provided for by these or the special conditions, the same shall be referred to a sole arbitrator as mutually agreed. The place of Arbitration shall be Mumbai.

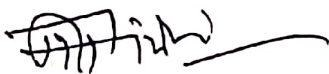
14.0 In the event of cessation of this Agreement, both the parties shall be relieved of their obligations under this Agreement except clause 7.2, which is perpetual in nature.

15.0 This agreement [Agreement between BHABHA ATOMIC RESEARCH CENTRE (BARC), Mumbai and BRAHMDEVDA MANE INSTITUTE OF TECHNOLOGY ,P.B. No. 224, Solapur-Mangalwedha-Kolhapur Highway, Belati-413002, dist. Solapur ,Maharashtra for 'AKRUTI Tech Pack' for deployment in rural sector (Under the framework of DAE Societal Initiative)] shall become effective from the last date of its signing.

FOR AND ON BEHALF OF

Bhabha Atomic Research Centre, Mumbai

Signature



Name & Seal

सह निदेशक, ज्ञान प्रबंधन वर्ग  
Associate Director, Knowledge Management Group  
भा.ना. परमाणु अनुसंधान केंद्र  
Bhabha Atomic Research Centre  
अणु संस्कार / Government of India  
400 085 / Trombay, Mumbai-400 085

Date:

08/11/19

Place:

Mumbai  
Sinhade-Kuti

Witness 1. \_\_\_\_\_

Name:

S. DUTTA

Witness 2. \_\_\_\_\_

Name:

Dr. S. Narayan

FOR AND ON BEHALF OF

Brahmdevdada Mane Institute  
of Technology, Solapur

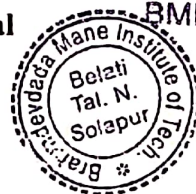
Signature



Name & Seal

Mr. S. G. Kulkarni

PRINCIPAL  
BMIT, SOLAPUR



Date:

08/11/2019.

Place:

Mumbai

Witness 1. \_\_\_\_\_

Name:

DR. B. M. More.

Witness 2. \_\_\_\_\_

Name:

Prof. S. P. Deshmukh

## Annexure-A

1. **AKRUTI Tech Pack consists of following selected Technology related Documents (ATPD):**

<u>S. No.</u>	<u>Technology</u>	<u>Consultancy Mandays</u>
1.	Soil Organic Carbon Detection & Testing Kit	2
2.	Nisargruna-Biogas plant based on biodegradable waste	2
3.	Foldable Solar Dryer	2
4.	Solar Dryer	2

2. **High Tech Consultancy Service on trial basis for villages only**

On successfully deploying the taken technologies in the rural sector, the ATP holder can request for following free consultancy suitable to his region on trial basis.

- Radiation Processing of Agri produce once (Sample Quantities)
- BARC New Seeds (Sample)
- Applications of Isotope Techniques in Hydrological Investigations (Preliminary Exposure)



## **Annexure-B**

### **TERMS AND CONDITIONS**

- Designed strictly for technology deployment exclusively in rural sector with rural manpower.
- Place of activity must be in rural sector providing opportunities of jobs and entrepreneurship to villagers.
- Working place / facility must be set up in rural sector except NISARGRUNA with precondition.
- NISARGRUNA can be set up in urban sector also only after setting at least one operational plant in the rural sector.
- Products made in villages can be marketed in urban areas in addition to villages with due acknowledgement.
- The individual / entrepreneur / industry / company / organization / institute taking AKRUTI Tech Pack can also deploy technologies in other villages through suitable mechanism or NGOs operating in those villages with above conditions in the same format as "AKRUTI-KRUTIK-FORCE".