



महाराष्ट्र MAHARASHTRA

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26 DEC 2017

SV 522596



Memorandum of Understanding

This Memorandum of Understanding (the "MoU") is entered into on 27th December 2017 between:

Department of Women and Child Development, Government of Maharashtra having its office address at 3rd Floor, New Administrative Building, Opposite Mantralaya, Mumbai (hereinafter referred to as "DWCD"), and

Integrated Child Development Services Commissionerate having its office address at 1st Floor, Raigad Bhavan, C.B.D. Belapur, Navi Mumbai, - 400614 (hereinafter referred to as "ICDS"),

and **Dr. Babasaheb Ambedkar Technological University (DBATU)**, with its headquarters situated at Lonere herein after referred to as "DBATU") and henceforth collectively are referred to as "parties" to this MoU.


27/12


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WHEREAS, DWCD is the nodal department of Government of Maharashtra which governs the implementation of schemes for welfare of women and children with specific focus on their growth, development and protection.

WHEREAS, ICDS is responsible for implementation of Integrated Child Development Scheme in the state of Maharashtra to address the growth needs of children under the age of six years, Pregnant & Lactating Mothers & Adolescent Girls.

WHEREAS, Dr. Babasaheb Ambedkar Technological University (DBATU), with its headquarters situated at Lonere, (Statutory State Technical University) established by Government of Maharashtra through special Dr. Babasaheb Ambedkar Technological University Act (No. XXIX of 2014). The University is committed to provide Quality technical education, research and development services to meet the needs of industry, business, service sector and the society, at large.

WHEREAS This MoU is being entered into for collaboration on Laboratory Based Testing of Food Samples being distributed in the Anganwadis in Maharashtra.

WHEREAS parties in principle agree to cooperate, to have further dialogues and to further negotiate and finalize the mutual beneficial relations.

- **Scope of Work**

In consideration of the premises the parties hereby agree as follows:

Scope of Work/ Activities to be carried out by DBATU

- Ensuring availability of necessary infrastructure for carrying out testing of food samples as per the Scope of this MoU, including up-gradation of the existing infrastructure to suit the activities under scope of this MoU
- Obtaining all necessary approvals/ affiliations/ certifications from agencies concerned with analysis of food samples.
- Carrying out analysis of food products as required by DWCD & ICDS in the format prescribed by DWCD & ICDS from time to time and issuing Food Sample Testing Report in a reasonable time period of time as agreed mutually
- Inform DWCD & ICDS immediately about any major changes/ issues/ breakdown of Equipments affecting analysis of Food Samples provided by DWCD & ICDS


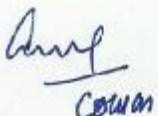
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[Signature]
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- Provide details of DBATU Team Members working on the Scope of this MoU to DWCD & ICDS
- Provide full cooperation and facilities for carrying out the activities under the scope of this MoU
- DBATU will not subcontract any part of analysis of Food Samples to any entity without prior permission from DWCD & ICDS
- DBATU shall extend the required testing facility after acquiring the same through the funding from GOI, State Government or Other external agencies with the support of DWCD & ICDS
- The actual testing shall begin after only after acquiring the necessary infrastructure for carrying out the testing of food samples.

Scope of Work/ Activities to be carried out by DWCD & ICDS

- Provide all required reporting formats to DBATU including the Test Report Formats and changes thereto from time to time.
- Provide full support to DBATU in its endeavor of seeking funds from various agencies/ organizations/ State Government/ Central Government in order to facilitate the necessary Infrastructure for the execution of this MoU.
- Provide the necessary approvals and go-aheads under its purview for implementation of this initiative
- Provide the agreed honorarium to DBATU along with applicable taxes for execution of this programme. Payment of this honorarium shall be done on a monthly basis based at Rs.1,000 Per Tested Sample for simple analysis and Rs. 2,000 per sample for detailed analysis.
- The frontline staff of DWCD & ICDS shall provide full support in implementation of this project
- Provide support to DBATU in seeking Financial Assistance from Govt. for procuring any additional infrastructure (if needed) for the purpose of execution of this MoU

 29/12


- The Participants will explore the feasibility of establishing a Joint Working Group having equal representatives from both Participants. Each Participant is to identify a point of contact responsible for coordination.

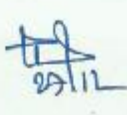
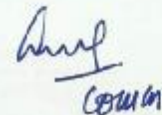
- **General Provisions:**

- The parties understand that neither this MoU gives any right to any party, nor does it create a partnership, joint collaboration or employment.
- Except as expressly provided by this MoU, no Party will be liable for or bound by any representations, acts or omissions whatsoever of the other party.
- Prior to execution of this MoU, each party will bear all of its own expenses necessary to meet its duties and obligations under this MoU. Neither party can create or cause to create any charge against the other party as per this MoU.
- The representatives of both the parties shall specially monitor the progress of the initiatives undertaken under this MoU

- **Proprietary Rights**

- DWCD & ICDS shall be the owner of the Food Samples, Test Reports and associated data/ information and DBATU or its associates shall not claim ownership for the same at any time after payment for their services has been effected under this MoU.
- DBATU shall not at any time claim ownership of any Data/ Information accumulated by DBATU from DWCD & ICDS, under execution of this MoU.

- **Validity of the MoU and Agreement:** This MOU will come into effect on date of signature by all parties and will end after 3 Years from the date of signing of this agreement
- **Amendment:** This MOU may be varied at any time by mutual agreement of the parties in writing. It shall be reviewed at a time mutually agreed by the parties for possible renewal.
- **Termination:** Both the parties may terminate this agreement after giving a notice of 30 days.

 25/12

Counsellor

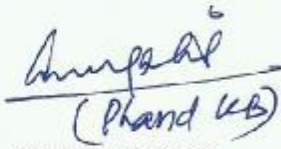
In witness where of the parties have caused this Memorandum to be executed through their authorized representative on the day and year first above written

**Women & Child
Development Dept.,
Govt. of Maharashtra**

**Integrated Child
Development Services
Commissionerate,
Govt. of Maharashtra**

**Dr. Babasaheb Ambedkar
Technological University,
Lonere**


(AUTHORISED
SIGNATORY)


(AUTHORISED
SIGNATORY)


(AUTHORISED SIGNATORY)

Name: Smt. Vinita Vaid
Singal (IAS)

Name: Shri Kamalakar
Phand (IAS)

Name: Dr. Sunil S Bhamare

Designation: Secretary

Designation:
Commissioner

Designation: Registrar