

DEPARTMENT OF MICROBIOLOGY
CCS HARYANA AGRICULTURAL UNIVERSITY, HISAR
(Established by Parliament Act, 16 of 1970)

ADVERTISEMENT

“Applications are invited from interested firms/persons for entering in Public Private Partnership (PPP) mode for production and sale of bio-fertilizers in Microbiology Department. The details of terms and conditions can be seen on University Website. The application for the same may be submitted to Prof. & Head, Department of Microbiology up to 20.11.2024.”

Sd/-
Prof. & Head

TERMS & CONDITIONS OF MOU

1. The provisional lease shall be for a period of eleven months subject to periodical evaluation by LESSOR (**CCS HAU Hisar**). The date of commencement of agreement will depend upon the availability of Biofertilizers production Lab to be intimated by the Head of the Department of Microbiology to the LESSEE with a copy to Principal Scientist, BPD Unit & IPR Cell, DHRM. After eleven months, the lease can be extended on getting a written request from the LESSEE on mutually agreed terms.
2. The lease is strictly for commercial scale production purpose to accommodate the occupier of the LESSEE. The lease is according to the English Calendar Month.
3. The LESSEE (**M/s "Name of Firm"**) has agreed to pay the membership fee of Rs. 15,000/- (Rupees Fifteen Thousand only) to Business Planning & Development Unit and IPR Cell of CCS HAU, Hisar which is initially for the two years for the company and is prerequisite to sign a MoU with University.
The LESSEE will also intimate the complete detail to Head, Department of Microbiology about the payment of membership fee made to Business Planning & Development Unit and IPR Cell of CCS HAU, Hisar.
4. Access to committee room / conference hall/seminar room will be provided to the LESSEE on payment basis. Charges of per day @1000/- will be levied for the usage for the same as per the terms and conditions of the department /College/University. The LESSEE will credit the same on monthly basis in the account of Comptroller with intimation to Head, Department of Microbiology
5. The LESSEE will also train the students of this university and trainees / interns regarding skill development of entrepreneurship on biofertilizers production laboratory.
6. The LESSEE will also pay to the LESSOR **minimum share @ Rs. One for each fifty milliliter** bottle (biofertilizers) at the sale price of Rs.10/- per 50ml.
The LESSEE shall submit the monthly detail of biofertilizer production and sale to HOD Microbiology before 10th of the following month. The payment of the same shall also be credited by the LESSEE on monthly basis before 10th of the following month.
7. The LESSEE has to pay the **three months license fee for the licensed property in advance Rs. 75,000/- (Rupees Seventy five thousand only) @ Rs. 25,000/-** per month for the usage of Biofertilizers production laboratory through Demand draft in the name of Comptroller, CCSHAU, Hisar (payable at Hisar). The LESSEE shall also provide the detail simultaneously to HOD Microbiology about the **three months license fee** credited in the Comptroller account.
8. The sub-meter for the electricity will be installed by the LESSOR.
9. The LESSEE will have to pay the Electricity charge according to the sub meter reading through Demand draft in favor of Comptroller, CCSHAU, Hisar (payable at Hisar) as per the rates of DHBVN. The LESSEE shall also provide the detail to HOD Microbiology about the Electricity charge paid according to the sub meter readings per the rates of DHBVN.
10. The LESSEE shall submit bank guarantee of **Rs. 3,00,000/- (Rupees Three lacs only)** as security deposit for the desired period i.e. eleven months which shall be released after taking NOC from the HOD Microbiology and Dean COBS&H University after peaceful vacation of licensed premises.


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11. The product of the lab shall not be sold with the trademark and logo of the University and Quality of the product will be checked time to time by the Development of Microbiology, CCS HAU Hisar and other officer nominated for the purpose.
12. The LESSOR has the right to reject the whole lot, if found substandard as per FCO, 1985.
13. The LESSEE will use its own communication facilities and the LESSOR will not provide any type of such facility.
14. The LESSEE shall have full control over the supervision and management in respect of the said space and the LESSEE shall not, in any way, interfere with the LESSOR's right of maintenance.
15. It is further agreed that that the faculty and students of the CCSHAU, Hisar will also use the facility for teaching, research, extension work along with entrepreneurial activity in the biofertilizers production laboratory and LESSEE will have no objections.
16. All types of recurring costs like consumables i.e. chemical; vials, wages etc. will be borne by the LESSEE.
17. The LESSEE should keep the licensed property such as glassware and instruments in good and tenable condition, as any prudent person would do with his/her property.
18. The LESSEE shall not use the licensed property for any purpose other than for which it was let and sub-let or sub-lease the portion let to him to any third party.
19. The LESSEE shall provide the details of their employees along with ID proof, cadre and contact number etc) in the office of the HOD Microbiology. Each employee / worker shall wear identity proof when present / work in the premises of Biofertilizer production laboratory / CCS HAU Hisar.
20. The LESSOR through Head, Department of Microbiology, COBS&H shall form a committee for supervision and monitoring of the collaborative Biofertilizers production programme to ensure provision of quality of the product and the limitation of per day lab usage time and per day biofertilizers production.
21. The LESSEE shall not use the trademarks of the UNIVERSITY nor shall sell the products as if the same are being sold by the University directly or indirectly.
22. The LESSEE shall ensure proper quality of the product and shall not sell any sub-standard products in the market.
23. The LESSEE shall fully indemnify the LESSOR against any legal action for want of quality of produce or against any claim or compensation from the Employee/vendor/supplier/contractual work force of the LESSEE.
24. The LESSOR will not be responsible for any kind of damage caused to any assets (including manpower) or belonging of LESSEE during the agreement period.
25. The LESSEE covenants to keep the premises in good condition during this period and also not to make any permanent additions or alteration of the same.
26. In case of damage caused by the LESSEE to the SAID PROPERTY including equipment's and glass wares during the period of use, LESSEE shall be held responsible for such damages and replace such damaged items.
27. The LESSEE shall fairly handle the fittings and fixtures in the premises and maintain the same properly.
28. That the LESSEE shall not create any untoward disturbance or nuisance and shall not allow any anti-social person in the SAID PROPERTY.
29. The LESSEE shall not keep or store any illegal inflammable article or explosives that



endanger life and property.

30. The LESSEE will also sell small packing to marginal and small farmers and supply the same at the rate of Rs. 10/- per 50ml.
31. The LESSOR will provide only working space. No furniture/ office accessories will be provided by LESSOR.
32. The LESSOR will have right to terminate the lease agreement by giving written notice of one month in advance without any reason.
The LESSEE if intend / interested to seek further extension then the request shall be made by LESSEE atleast two months prior to the completion / termination of the current term of MOU.
33. The said lease shall stand automatically terminated in case the LESSEE fails to comply with any of the stipulated terms and conditions of this agreement.
34. After the expiry of the lease period the LESSEE shall handover the licensed property as on occupation period.
35. LESSEE will be responsible for all type of litigation from the clients including beneficiaries and deal with the litigation and any type of penalty. Further, if any client of the LESSEE makes the LESSOR a respondent, then all the expenditure including Lawyer's Fee, T.A./D.A. of the Lawyer and the Scientist, etc. will be borne by the LESSEE.
36. In case of any disagreement between the LESSOR and LESSEE, the decision of Vice-Chancellor, CCS HAU shall be final.
37. In case of any dispute between CCSHAU and the M/s (**Name of firm**) the matter will be solved through arbitrator with the jurisdiction at Hisar. The Vice- Chancellor or any other Officers nominated by him shall be the arbitrator for this purpose.
38. CCSHAU, Hisar shall be at liberty to cancel the license if the lessee company fails to abide the terms & conditions of the MoU. The medium of arbitration proceedings will be in English language.
39. Since it will be non-exclusive lease agreement to the M/s (**Name of firm**). The university will be at liberty to sign lease agreement with any other company for the same type of business on its terms and conditions. The lessee firm will have no objection.
40. This agreement is subject to amendments as per the rules and guidelines of CCSHAU, Hisar and other relevant Acts of the State Government.
41. Each of the signatories below represents and warrants that he or she is authorized to execute this agreement on behalf of the party for whom he or she signs and that no further authority or execution by any other person for such party is necessary.
42. This agreement is executed in duplicate with each copy being an official version and having equal legal validity.
43. All legal disputes will be subject to Hisar court's jurisdiction.


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