

ATP ID

ATP-110-2021(18)

AGREEMENT

BETWEEN

**BHABHA ATOMIC RESEARCH CENTRE,
MUMBAI**

AND

**PUNYASHLOK AHILYADEVI HOLKAR SOLAPUR UNIVERSITY
SOLAPUR, MAHARASHTRA**

FOR

**AKRUTI TECH PLUS
FOR
DEPLOYMENT IN RURAL/ SEMI-URBAN SECTOR**

(UNDER THE FRAMEWORK OF DAE-SOCIETAL INITIATIVE)
[SPECIAL CONCESSION ON LICENSE CHARGES DUE TO COVID]

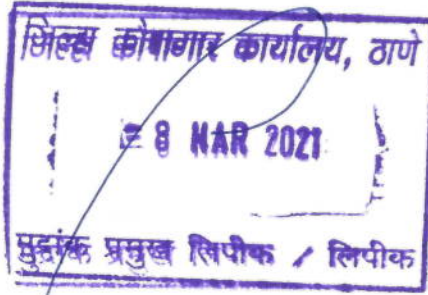
Year - 2021



महाराष्ट्र MAHARASHTRA

2020

YB 513467



AGREEMENT BETWEEN BHABHA ATOMIC RESEARCH CENTRE (BARC), MUMBAI AND PUNYASHLOK AHILYADEVI HOLKAR SOLAPUR UNIVERSITY, SOLAPUR, MAHARASHTRA FOR 'AKRUTI TECH PLUS' FOR DEPLOYMENT IN RURAL/ SEMI-URBAN SECTOR (UNDER THE FRAMEWORK OF DAE SOCIETAL INITIATIVE) [SPECIAL CONCESSION ON LICENSE CHARGES DUE TO COVID]

The Agreement made between BHABHA ATOMIC RESEARCH CENTRE (BARC), Trombay, Mumbai - 400085, 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

Punyashlok Ahilyadevi Holkar Solapur University, Solapur located at Dyanteerth Nagar, Kegaon, Solapur-Pune National Highway, Solapur, Pin -413255, Maharashtra, India (hereinafter called 'Punyashlok Ahilyadevi Holkar Solapur University, Solapur, which expression shall include its successors-in interest & assigns) of the other part.

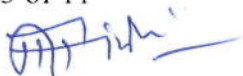
PREAMBLE

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 Advanced Knowledge and Rural Technology Implementation (AKRUTI) for techno economic growth of Rural/ semi-Urban areas, as one of the many schemes for Large-Scale Deployment of NPAs and Spinoffs. AKRUTIs operated through NGOs have demonstrated the usefulness of BARC technologies and scope for techno-preneurship in Rural/ semi-Urban sector. AKRUTI Technologies has been designed and offered at a very affordable price to encourage and promote techno-preneurship for deployment of technologies exclusively in Rural/ semi-Urban sector.

Whereas

Punyashlok Ahilyadevi Holkar Solapur University formerly 'Solapur University' was established in year 2004 by the Government of Maharashtra vide Gazette No. USG-1004/(9412004)/UNI-1 dated 22 July 2004. It is a young University with jurisdiction of only one district and has made substantial progress in academics and research within a span of 16 years. The university campus is sprawled across 512 acres surrounded by natural greenery. University has 11 schools offering postgraduate courses in 36 programs out of this 18 are the new programs started from 2018. The University has four major faculties' Faculty of Science & Technology, Faculty of Commerce & Management, Faculty of Humanities and Faculty of Interdisciplinary Studies. The university has made a vibrant progress in research in the frontier areas of Physical, Chemical, Earth Science, Computational, Cosmetic Technology, Social Science, Fine Arts, Languages, Commerce and Management, Allied Health Sciences and Life Science.. The university is poised for an ambitious growth and is becoming a hub of various academic activities. The University has an innovation and incubation center.

From 6th March 2019, the name of University was expanded with the legendary personality Ahilyadevi Holkar. Her work related to inclusive social elements and governance is also practiced in the University. A Library building stacks 30,000+ books, 114 National Journals, 31 International Journals, ICT and internet facilities provide access to J-Gate and Delnet that provides 30000+ journals. Currently, there are about 15 Ph.D., 3 M.Phil., 15 M.Sc., 01 M.C.A., 16 M.A., 01 M.Com., 01 M.Tech., 01 MBA, 01 Health Science, 02 P.G. Diploma and 57 certificate courses in the University. A total of 633 research papers are published in peer referred journals. The impact



factor of their publication is of the order of 0 to 5.54 and h-index range from 0 to 22. The spin off benefit of research work is capitalized in the form of 11 patents registered at National and International agencies. University nurtures scientific temperament among general public by conducting various thematic exhibitions. Solapur University has dexterous policy for research promotion in affiliated colleges. It has 109 colleges affiliated to the University. It has been granted funds for Rs. Fifty lakh (50L) by Rajiv Gandhi Science & Technology (RGST) Commission for Science and Technology project for deployment in the rural area for societal applications.

AND Whereas Punyashlok Ahilyadevi Holkar Solapur University, Solapur has expressed its desire to utilize AKRUTI Tech Plus based BARC technologies for Rural and semi-Urban sector and also showed willingness to demonstrate, deploy and adapt these technologies contained in AKRUTI Tech Plus to Rural/ semi-Urban requirements to create sustainable and income generating activities for the Locals in villages/semi-urban areas. BARC and Punyashlok Ahilyadevi Holkar Solapur University, Solapur agree to take **Advanced Knowledge and Rural Technology Implementation (AKRUTI)** initiative in the Rural and semi-Urban sector by deployment of technologies through AKRUTI Tech Plus,

AND Whereas Punyashlok Ahilyadevi Holkar Solapur University, Solapur is desirous to utilize AKRUTI Tech Plus for deployment of technologies in Rural and semi-Urban sector in India,

AND Whereas Punyashlok Ahilyadevi Holkar Solapur University, Solapur has requested BARC and BARC has agreed to provide AKRUTI Tech Plus for the use in Rural and semi-Urban sector and grant of license to utilize AKRUTI Tech Plus for deployment exclusively in Rural and semi-Urban sector of India.

Now, **Therefore**, it is hereby agreed by and between the parties that BARC shall permit Punyashlok Ahilyadevi Holkar Solapur University, Solapur to utilize the AKRUTI Tech Plus and grant Punyashlok Ahilyadevi Holkar Solapur University, Solapur a license to utilize the technologies contained in AKRUTI Tech Plus for the deployment exclusively in Rural/ semi-Urban 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 Punyashlok Ahilyadevi Holkar Solapur University, Solapur in respect of the matter of Technologies listed in Annexure-A here too.

2. SCOPE OF AGREEMENT

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

3. GRANT OF LICENCE

By this Agreement BARC grants a non-exclusive revocable license to Punyashlok Ahilyadevi



Holkar Solapur University, Solapur to utilize the BARC developed technologies contained in AKRUTI Tech Plus for deployment exclusively in Rural and semi-Urban 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. RESPONSIBILITIES OF BARC AND MODE OF DEPLOYMENT

4.1 AKRUTI Tech. Plus Document (ATPD)

BARC agrees to supply the technologies for Rural and semi-Urban deployment, in the form of documents, drawings, literature and advice as detailed in AKRUTI Tech Plus Document (ATPD), which will be handed over to Punyashlok Ahilyadevi Holkar Solapur University, Solapur 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 expert personnel as mutually agreed upon to Punyashlok Ahilyadevi Holkar Solapur University, Solapur for number of days as mentioned against each technology in the Annexure - A.

Punyashlok Ahilyadevi Holkar Solapur University, Solapur 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 Punyashlok Ahilyadevi Holkar Solapur University, Solapur 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 Punyashlok Ahilyadevi Holkar Solapur University, Solapur as mutually agreed upon for number of days as deemed necessary by both parties. Punyashlok Ahilyadevi Holkar Solapur University, Solapur 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 Plus shall be demonstrated preferably at one of the existing AKRUTI sites.



5. FINANCIAL ARRANGEMENT

- 5.1 **Punyashlok Ahilyadevi Holkar Solapur University, Solapur** agrees to pay Rs. 1,03,500/- (Rupees One Lakh Three Thousand Five Hundred only) as charges for receiving selected technical know-how through AKRUTI Tech Plus for exclusive deployment in Rural and semi-Urban sector as mentioned in Annexure – A.
- 5.2 For creating awareness of benefits of radiation processing of agri-produce in the Rural/ semi-Urban area, high-tech consultancy service for irradiation of agri-produce on trial basis once, BARC new sample seeds, and preliminary exposure to Applications of Isotope techniques in Hydrological Investigations will be provided to Punyashlok Ahilyadevi Holkar Solapur University, Solapur without any consultancy charges as mentioned in the Annexure – A.
- 5.3 Royalty: Nil
- 5.4 Discount: Nil
- 5.5 Punyashlok Ahilyadevi Holkar Solapur University, Solapur agrees to pay Rupees 1, 03,500/- by Demand Draft in favour of “Accounts Officer, BARC” as charges for AKRUTI Tech Plus at the time of signing the Agreement.

6. RESPONSIBILITIES OF PUNYASHLOK AHILYADEVI HOLKAR SOLAPUR UNIVERSITY, SOLAPUR

- 6.1 Punyashlok Ahilyadevi Holkar Solapur University, Solapur is responsible for execution & co-ordination of all AKRUTI activities at their end.
- 6.2 Punyashlok Ahilyadevi Holkar Solapur University, Solapur undertakes to deploy the technologies under the technical guidance of BARC through local HR exclusively in the Rural and semi-Urban sector and spread further through the format of “AKRUTI-KRUTIK-FORCE”.
- 6.3 Punyashlok Ahilyadevi Holkar Solapur University, Solapur shall establish the place of activity as per terms and conditions of AKRUTI Tech Plus.
- 6.4 Punyashlok Ahilyadevi Holkar Solapur University, Solapur shall confirm within two (2) months of this agreement the address of the working place in the Rural and semi-Urban 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 Punyashlok Ahilyadevi Holkar Solapur University, Solapur and also to inspect the working places as may be felt necessary by BARC.
- 6.6 Markings
- 6.6.1 All Rural and semi-Urban sites where technologies of AKRUTI Tech Plus are deployed by Punyashlok Ahilyadevi Holkar Solapur University, Solapur and connected publicity folders, advertisement, printed matter and products shall bear the following markings and display with prominent letters.

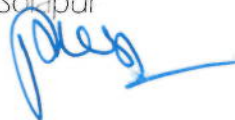
Technology by BARC: “DAE-Societal Initiative” - AKRUTI Tech Plus



- 6.6.2 Punyashlok Ahilyadevi Holkar Solapur University, Solapur 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 Punyashlok Ahilyadevi Holkar Solapur University, Solapur shall obtain necessary local statutory clearances if required for any activity to be carried out under this Agreement.
- 6.8 Punyashlok Ahilyadevi Holkar Solapur University, Solapur shall be bound to supply the product / part of product / services if requested from other AKRUTIs in India on chargeable basis.
- 6.9 In initial stage Punyashlok Ahilyadevi Holkar Solapur University, Solapur shall send the field data for the deployed technologies at regular intervals in the sample formats provided in ATPD and send to Head, AKRUTI Technology Section, BARC, Trombay, Mumbai - 400 085.
- 6.10 NISARGRUNA can be set up in urban sector, only after setting first operational plant in Rural/ semi-Urban sector.
- 6.11 Punyashlok Ahilyadevi Holkar Solapur University, Solapur shall support in spreading the BARC's concept of AKRUTI programme through villages on its own.
- 6.12 Punyashlok Ahilyadevi Holkar Solapur University, Solapur shall prepare project report on Applications of Advanced technologies in Rural and semi-urban sector in the areas of soil sensor, biomedical sensors, gas sensors, automated sanitizer, IoT based systems, AI & ML and Web application for rural area shall work in this area under the guidance and support by BARC.
- 6.13 Punyashlok Ahilyadevi Holkar Solapur University, Solapur shall also be encouraged to deploy new technologies developed by BARC of Rural/ semi-Urban and societal importance on mutually agreed terms and conditions.
- 6.14 In future, if more technologies are required then Punyashlok Ahilyadevi Holkar Solapur University, Solapur shall pay technology license fee in advance along with the request.
- 6.15 The product/ system/ equipment manufactured by the Licensee, based on the know-how provided under AKRUTI Tech Pack for deployment, should be registered on the Government's e-market portal (GeM) {<https://gem.gov.in>} at the earliest and in any case within a period of 1 (one) year from the date of AKRUTI Tech Plus Agreement, under intimation to BARC. Registration with GeM ensures wider coverage of the market and also participation in the government's purchase programme.

7. CONFIDENTIALITY

- 7.1 Punyashlok Ahilyadevi Holkar Solapur University, Solapur has read and understood all terms & conditions for the AKRUTI Tech Plus and adheres to them during the period of Agreement.
- 7.2 Punyashlok Ahilyadevi Holkar Solapur University, Solapur shall take all necessary measures



to ensure that no technology is passed on, disclosed, nor given access to set up working facility in urban areas as per terms and conditions agreed.

8. BARC reserves the right to revoke the license at any time by giving one month's notice to Punyashlok Ahilyadevi Holkar Solapur University, Solapur in the event of his failure to observe or adhere to the terms specified in this Agreement and Annexure-B without any liability on the part of BARC.

9. PATENT INFRINGEMENT CLAUSE

To the best of the knowledge of BARC the technologies of AKRUTI Tech Plus 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 Plus, which have been already transferred to industry in the past on non-exclusive basis.

10. 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. 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 Punyashlok Ahilyadevi Holkar Solapur University, Solapur shall accept only instructions so given. The exercising authority in the case of the Punyashlok Ahilyadevi Holkar Solapur University, Solapur shall be Dr S. K. Pawar, Registrar or his nominee.

12. 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. 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. 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. This agreement [Agreement between BHABHA ATOMIC RESEARCH CENTRE (BARC), Mumbai and **Punyashlok Ahilyadevi Holkar Solapur University, Solapur** having its address as **Dyanteerth Nagar, Kegaon, Solapur-Pune National Highway, Solapur, Pin - 413255, Maharashtra**, for AKRUTI Tech Plus deployment in Rural and semi-Urban 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, Maharashtra**

Signature

[Handwritten Signature]
30/11/2021

Name & Seal. **डॉ. अ. पी. तिवारी / Dr. A. P. Tiwari**

निदेशक, ज्ञान प्रबंधन वर्ग

Director, Knowledge Management Group

भाभा परमाणु अनुसंधान केंद्र

Bhabha Atomic Research Centre

भारत सरकार / Government of India

ट्रॉम्बे, मुंबई-400 085 / Trombay, Mumbai-400 085

Date: **Nov 30, 2021**

Place: **Mumbai**

Witness 1

[Handwritten Signature]

Name:

A. K. Adak

Witness 2.

[Handwritten Signature]

Name:

**Smita S. Mule
Head, AKRUTI
Technology, BARC**

FOR AND ON BEHALF OF

**Punyashlok Ahilyadevi Holkar Solapur
University, Solapur Maharashtra**

Signature

[Handwritten Signature]
**Registrar
Punyashlok Ahilyadevi Holkar
Solapur University, Solapur.**

Name & Seal



Date: **10.11.21**

Place: **Mumbai**

Witness 1

[Handwritten Signature]

Name:

Dr. Mrunalini Fadnis

Witness 2.

[Handwritten Signature]

Name:

Dr. Anjana S. Lawand.

Annexure-A

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

Sr.No.	Technology	Consultancy Mandays
1.	Nanocomposite Ultra Filtration Membrane Device For Domestic Drinking Water Purification W.R.T. Arsenic, Iron and Microbial Contaminations	2
2.	Domestic Water Purifier	2
3.	A Rapid composting technology for decomposition of Dry Leaves, Kitchen waste and Temple waste	2
4.	Process For Long Lasting Ready- To- Eat (RTE) Intermediate Moisture (IM) Fruit Cubes	2
5.	Vibro Thermal Disinfector	2
6.	Solar Dryer 25 Kg	2
7.	Foldable Solar Dryer	2
8.	Pack of following two Tissue Culture Technologies (i) A rapid, reproducible and sustainable micro propagation protocol for turmeric (<i>Curcuma longa</i> L.) and (ii) Banana Tissue Culture	2
9.	Micro fine Neem Biopesticide	2
10.	Development of Instant Fish Soup Powder	2
11.	Nisargruna Biogas Plant based on biodegradable waste-ITPD	2
12.	A Post-harvest technology for development of Intermediate Moisture (IM) Shrimp	2
13.	Delicious & Preservative Free, Shelf Stable Natural Jamun Product	2
14.	Soil Organic Carbon Detection & Testing Kit	2
15.	Mass Multiplication Medium of biofungicide <i>Trichoderma</i> spp.	2

2. High Tech Consultancy Service on trial basis for villages/semi-urban areas only

On successfully deploying the taken technologies in the Rural/ semi-Urban sector, the ATP holder can request for following free consultancy suitable to its region on trial basis once

- Radiation Processing of Agri produce (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/ semi-Urban sector with Rural/ semi-Urban manpower.
- Place of activity must be in Rural/ semi-Urban sector providing opportunities of jobs and entrepreneurship to Locals in Rural/ semi-Urban areas.
- Working place/ facility must be set up in Rural/ semi-Urban 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/ semi-Urban sector.
- Products made in AKRUTI Place can be marketed in urban areas in addition to villages/ semi-Urban areas with due acknowledgement as stated in cl. 6.6.
- The individual entrepreneur/ industries/ MSMEs/ FPOs/ CBOs/ companies/ education institutes/ organizations taking AKRUTI Tech Plus 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”.





