



ಸಿಎಸ್‌ಐಆರ್-ಕೇಂದ್ರೀಯ ಆಹಾರ ತಾಂತ್ರಿಕ ಸಂಶೋಧನಾಲಯ, ಮೈಸೂರು - ೫೭೦ ೦೨೦, ಭಾರತ
 ಸಿಇಎಸ್‌ಆರ್‌ಆರ್ - ಕೇಂದ್ರೀಯ ಖಾದ್ಯ ಪ್ರಾದ್ಯೋಗಿಕ ಅನುಸಂಧಾನ ಸಂಸ್ಥಾನ, ಮೈಸೂರು ೫೭೦ ೦೨೦, ಭಾರತ
 CSIR - Central Food Technological Research Institute, Mysuru 570 020, India

CSIR

TTBD/SPOFL/20/RSM/2020

14-08-2020

(Please quote this reference no & date in future correspondence)

To,
 C.G. State Minor Forest Produce (Trade & Development)
 Cooperative Federation Limited.
 Van Dhan Bhawan,
 Sector-24, Atal Nagar,
 Raipur (C.G.) - 492001

SPEED POST

Sub: Sponsored project agreement


Dear Sir,

Greetings from CSIR-CFTRI!!

Please find enclosed herewith the signed agreement affixed with signatures by CSIR-CFTRI authorities towards the sponsored project titled "Development of products based on Mahua (Madhuca) flower and setting up of Production Unit". This is for your kind records. Kindly acknowledge the receipt of agreement for our records.

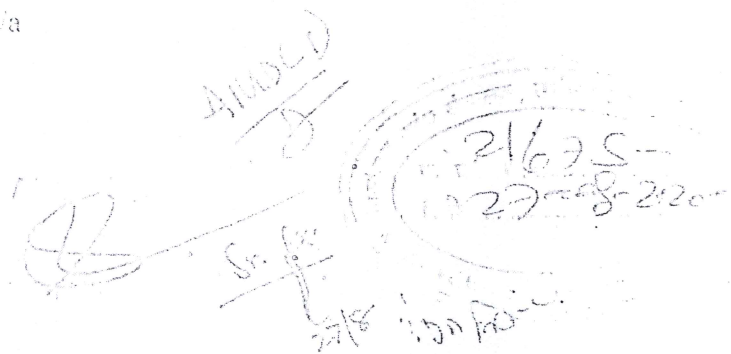
Thanking you,

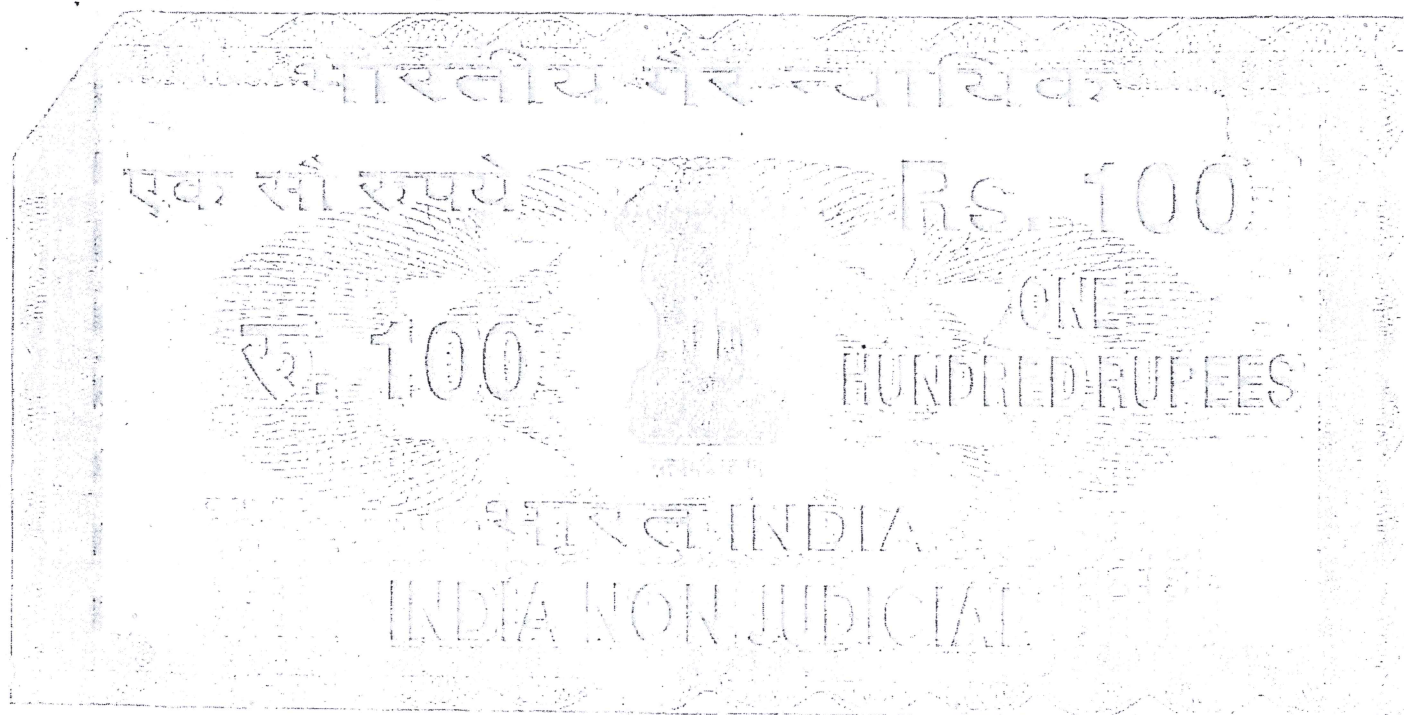
With warm regards


 R S Matche
 Head

Technology Transfer &
 Business Development

Enc 1: a/a


 21/6/20
 14/8/2020



छत्तीसगढ़ CHHATTISGARH

N 327007

TTBD/SPAGF/21

SSP PROJECT AGREEMENT

S.1 THE AGREEMENT

S.1.1 THIS AGREEMENT made and entered into on this, Monday, 13th day of July Two Thousand Twenty between Council of Scientific and Industrial Research, a Society registered under the Societies Registration Act (XXI of 1860), having its registered office at Anusandhan Bhavan, 2, Rafi Marg, New Delhi - 110 001 for and on behalf of permitted assign and constituent laboratory, the Central Food Technological Research Institute at Cheluvamba Mansion, Mysore - 570 020 (hereinafter called CSIR-CFTRI which expression shall where the context so admits include its successors and permitted assigns) of the one part.

And

S.1.2 C.G. State Minor Forest Produce (Trade & Development) Cooperative Federation Limited, Van DhanBhawan, Sector-24, Atal Nagar, Raipur (C.G.) - 492001 (hereinafter called the CGMFP which expression shall where the context so admits includes its successors and permitted assigns) of the other part.

S.2 PREAMBLE

S.2.1 WHEREAS THE CGMFP is seeking assistance in development of products with madhuka flower and is desirous of sponsoring work with CSIR-CFTRI on "Development of products based on Mahua (Madhuca) flower and setting up of Production Unit".

Signature (CoA, CFTRI)

Signature (CGMFPFED)

सहस्रकृति विकास संस्थान (स.स.व.स.)

S.2.2 WHEREAS CSIR-CFTRI has the expertise in the field food product development, quality assessment etc. agreed to undertake the work on "Development of products based on Mahua (Madhuca) flower and setting up of Production Unit" (hereinafter called ACTIVITY) as detailed below.

- Preservation of the raw material by drying;
- Optimization of conditions for the preparation of Mahua products;
 1. Energy bars: Three variants Viz.,
 - a) Mahua, chironjee, honey, kodo
 - b) Mahua, chironjee, honey, sesame
 - c) Mahua, chironjee/ground nut, honey/sugar, Ragi
 2. MahuaLaddu
 3. Mahua Jam
 4. Mahua Candy
 5. Mahua Ready ToServe (RTS) beverage
 6. Mahua Jaggery
- Integrated pilot scale production of the above mahua based products;
- Microbial safety, Sensory, Nutritional & Storage studies for the products;
- Development of Industrial scale process;
- Development of SoP for production of each product and provide the same in final report;
- Preparing a detailed project report for production plant of identified products (capacity to be decided by CGMFP);
- Turnkey assistance in setting up of plant/s (for identified products)based on DPR;

Now therefore in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

S.3 SCOPE OF THE AGREEMENT

S.3.1 The agreement details the terms and conditions, financial arrangements, intellectual property rights, responsibilities and obligations of the CGMFP and CSIR-CFTRI pertaining to the ACTIVITY sponsored by the CGMFP.

S.4 FINANCIAL ARRANGEMENTS

S.4.1 In consideration of the work to be carried out CGMFP shall pay to CSIR-CFTRI as follows:

Sponsorship Charges: Rs.92.23.750/- (Rupees Ninety-Two Lakhs Twenty-Three Thousand Seven Hundred and FiftyOnly)

GST @18%: Rs.16,60,275/-(Rupees Sixteen Lakhs Sixty Thousand and Two Hundred and Seventy-Five only) shall be paid on the above project charges

Total:Rs.1,08,84,025/- (Rupees One Crore Eight Lakhs Eighty-Four Thousand Twenty-FiveOnly)

Payment Schedule (In equal instalments + GST)

First instalment	0 month (initial) on or before signing of the agreement (25%)	Rs. 23,05,937.50 + applicable GST
Second instalment	On 4 th month (25%)	Rs. 23,05,937.50 + applicableGST
Third instalment	On 8 th month (25%)	Rs. 23,05,937.50 + applicableGST
Fourth instalment	On 12 th month (20%)	Rs. 18,44,749.60 + applicableGST
Final instalment	on 24 th month (5%)	Rs. 4,61,187.40 + applicable GST

Note:

1. Includes consultation for setting up the plant
2. Cost of equipment, cost of procurement, erection commissioning and trial runs EXTRA
3. Cost of providing electrical/ thermal/ water and other utilities to the plant-EXTRA
4. Land and building to be provided by CGMFP
5. All material required for testing and trial runs to be provided by sponsor
6. Local hospitality to be provided by sponsor

S.4.2 TA/DA Charges

CGMFP shall, in addition to charges as above, pay to CSIR-CFTRI for the personnel deputed outside their place of work in connection with work pertaining to the ACTIVITY, travel charges, TA/DA and provide boarding, lodging and local hospitality as specified by CSIR (However, CGMFP shall reimburse the TA/DA required to reach Chhattisgarh to CSIR-CFTRI officials, on submission of receipts.)

S.5 RESPONSIBILITIES OF CSIR-CFTRI

S.5.1 CSIR-CFTRI shall complete the ACTIVITY including submission of the final report within Fifteen months on signing of the agreement. The first pilot of 5 kg of each product (i.e. energy bars that includes all 3 variants, laddu, jamu, candy, RTS, Jaggery) shall be supplied to the CGMFP within time frame for formulation of each products as given in the table below, after initialization of the project) and on receipt of the project charges provided that sponsorship charges are received in accordance with the clause S.4.1. The time line for development of all the identified products are as given below

Sl no.	Products	Time (months) for product formulation (from date of initiation of the project)	Completion of shelf life nutritional labeling and sensory evaluation (in months)
1	Energy bars (3 variants of Mahua bar)	2-3	5-6
2	Mahua Laddu	4-5	7-8
3	Mahua Jam	6-7	9-10
4	Mahua Candy	7-8	10-11
5	Mahua Ready To Serve (RTS) Beverage	9-10	12-13
6	Mahua Jaggery	12-13	12-15

Submission of draft report and the final report will be completed in 15 months from the date of initiation of the project

Duration of the project

- A. 15 months for process development and feasibility report
- B. Setting up of plant on turn-key basis: 15 months (after CGMFP identifies the products, location, and provide building for the plant)

S.5.2 The period for completion of ACTIVITY could however be extended to such further periods as may be mutually agreed to between the parties without any financial liability on the part of either party.

S.5.3 The CSIR-CFTRI shall submit interim reports every two months and a detailed Final Report (including SoP and DPRs) on the completion of the ACTIVITY.

Signature (CoA, CFTRI)

Signature (CGMFP/ED)

S.5.4 Demonstration

CSIR-CFTRI shall demonstrate the KNOW HOW at the pilot scale at CSIR-CFTRI to the authorized representatives of the CGMFP within 3 months of the submission of the final report and later three days of full scale satisfactory working of production plant.

S.6 RESPONSIBILITIES OF THE CGMFP

S.6.1 The CGMFP shall supply at its own cost the requisite quantity of raw materials as mutually agreed to the CSIR-CFTRI, within 7 days from the date of such a request by CSIR-CFTRI.

S.6.2 The CGMFP shall permit the CSIR-CFTRI its attorneys and duly authorized agents, at all convenient times to enter into and upon any premises of the CGMFP where PRODUCT manufacture as aforesaid may be stored or manufactured and sold under this licence for the purpose of inspecting the same and the manner of manufacture thereof and generally to ascertain that the provisions of this agreement are being complied with.

S.6.3 During the tenure of this agreement the CGMFP shall disclose to CSIR-CFTRI any improvement/modification made on the PRODUCT/KNOWHOW.

S.6.4 Fulfillment of all procedural, legal and commercial requirements for implementing the results of the ACTIVITY shall be the responsibility of the CGMFP.

S.6.5 The CGMFP shall not, at any time, assign, mortgage, charge, grant sub-licences in respect of or otherwise deal with possession or control of the licence hereby granted. However, CGMFP may associate a partner /agency with it to carry out the activities under control of the licence granted to it. In such a situation CGMFP shall inform CFTRI in advance.

S.7 COMPLETION OF ACTIVITY

7.1 The ACTIVITY shall be deemed to have been successfully completed on submission of the Final Report as also setting up of pilot plant, its full scale demonstration and commissioning.

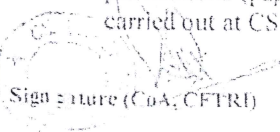
S.8 RESULTS OF ACTIVITY

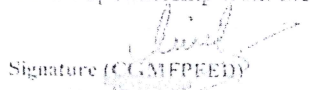
S.8.1 If the results of investigations are such that intellectual property rights could be secured through legal instruments that is (patents/trademark/copyright/ designs) then CSIR-CFTRI shall apply, secure and maintain the rights. The decision of Director of the CFTRI on whether or not intellectual property rights should be sought and the territory where these shall be secured shall be final and binding on the CGMFP. The ownership of intellectual property rights shall vest in the CSIR-CFTRI. However, CSIR-CFTRI shall inform CGMFP of any such application before filing

S.8.2 The CGMFP shall not file any application for seeking intellectual property rights in its own name or of its associates or any other person (s) on any matter relating to the information disclosed to it by CSIR-CFTRI. The CGMFP shall not oppose or direct or cause any person to oppose any application seeking intellectual property rights relating to the ACTIVITY filed by CSIR-CFTRI.

S.8.3 The parties shall consult each other for any publication in respect of the ACTIVITY. These publications shall be in the names of research workers, wherein it will be duly acknowledged that the work has been carried out at CSIR-CFTRI under the sponsorship from CGMFP.

S.8.4 Publications if any, in consultation with the CGMFP, in respect of the ACTIVITY shall be in the names of CSIR-CFTRI S & T personnel connected with the ACTIVITY. In all publications (papers, reports, etc.), it will be duly acknowledged that the work has been carried out at CSIR-CFTRI under the sponsorship from the CGMFP.


Signature (CSIR-CFTRI)


Signature (CGMFP)

S.8.5 All physical assets acquired utilizing the funds under the ACTIVITY and for the purpose of carrying out the ACTIVITY shall be deemed to be the property of CSIR-CFTRI. However, CSIR-CFTRI shall intimate CGMFP regarding the equipment being procured under the ACTIVITY.

S.9 CONFIDENTIALITY

S.9.1 During the tenure of the agreement and three years thereafter both CSIR-CFTRI and the CGMFP (including their subcontractors, employees, associates, consultants, if any) shall treat as strictly confidential and prevent disclosure thereof, of all the information and data exchanged/generated pertaining to work under this agreement for any purposes other than in accordance with this agreement.

S.10 UTILIZATION OF INTELLECTUAL PROPERTY (IF ANY) DEVELOPED AS A RESULT OF ACTIVITY

10.1 The license hereby granted to the CGMFP by CSIR-CFTRI is for utilisation of the intellectual property such as Know-how developed as a result of the ACTIVITY in India for a period of THREE years on exclusive basis from the date of handing over the final report, and non-exclusive thereafter.

10.2 In the event CGMFP fails to utilise the know how within Three years of receipt of the Final Report, CSIR-CFTRI shall be free to license the know how to other parties without further reference to the CGMFP.

10.3 Disclaimer: The testing/evaluation by CSIR-CFTRI shall not be used for publicity or other similar purposes as having endorsed the use/safety/superiority of the product.

10.4 In case Government of India receives a proposal for the import of know how for the PRODUCT during the said exclusive period, CSIR-CFTRI shall be free to license the know how to those seeking to import the know how.

10.5 CSIR-CFTRI hereby authorises and empowers the CGMFP to institute and prosecute such suits or proceedings as the CGMFP may deem expedient, to protect the rights hereby conferred and for the recoveries of damages and penalties for the infringement of such rights and to secure to CGMFP full benefits of this license and for any such purposes to use the name of the CSIR-CFTRI. The CGMFP in its turn shall indemnify CSIR-CFTRI against damages, costs and expenses occasioned by such proceedings and the CSIR-CFTRI shall, in any such proceedings at the expense of the CGMFP afford to the CGMFP all proper or reasonable technical assistance in proving and defending its title to the grant of rights hereby conferred.

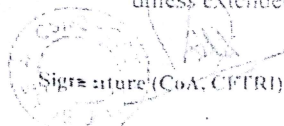
S.11 UTILIZATION OF INTELLECTUAL PROPERTY DEVELOPED OTHER THAN THE SPECIFIC OBJECTIVES OF ACTIVITY

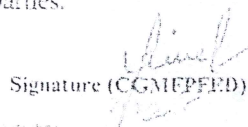
11.1 During the ACTIVITY as envisaged under the agreement, in the event of CSIR-CFTRI scientists exploring, inventing or discovering results other than the specific objectives of the ACTIVITY, CSIR-CFTRI shall retain absolute rights on such results. CSIR-CFTRI shall first offer such results to the CGMFP on negotiated terms by entering into separate agreement. In case CGMFP does not accept the offer, CSIR-CFTRI shall be free to negotiate the release of such results with other parties without any obligations to CGMFP.

S.12 EFFECTIVE DATE, DURATION, TERMINATION OF THE AGREEMENT

12.1 The agreement shall be effective from July 2020 and shall remain in force for a period of Thirty months from the said date.

12.2 The agreement shall be deemed to expire on completion of the period, as in clause S.12.1 unless extended by both the parties.


Signature (CoA, CFTRI)


Signature (CGMFP)

- 12.3 During the tenure of the agreement, parties hereto can terminate the agreement either for breach of any of the terms and conditions of this agreement or otherwise by giving three months' notice in writing to the defaulting party. Failure of either CGMFP to terminate the agreement on account of breach or default by the other shall not constitute a waiver of that party's right to terminate this agreement.
- 12.4 In the event of termination of the agreement vide S.12.3 the rights and obligations of the parties thereto shall be settled by mutual discussions; the financial settlement shall take into consideration not only the expenditure incurred but also the expenditure committed by CSIR-CFTRI.

S.13 ACKNOWLEDGEMENT

- 13.1 In the event that any know-how is developed by CSIR-CFTRI as a result of the aforementioned activity and such know-how is licensed and used by CGMFP shall affix in a conspicuous manner upon every product a label or plate bearing the inscription CSIR-CFTRI KNOWHOW in letters of size not less than half the nominal size of the largest size of letters giving either the name of CGMFP or its brandname or trademark for the PRODUCT. CGMFP shall not sell the product without such label or plate being affixed thereon. Similarly every advertisement, hoarding, technical literature, publicity and the like material in respect of relative to the KNOWHOW/PRODUCT issued by the CGMFP shall include the same inscription as aforesaid in a prominent manner

CSIR-CFTRI
Technology

S.14 FORCE MAJEURE

- 14.1 Neither party shall be held responsible for non-fulfillment of their respective obligations under this agreement due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, War, Flood, Earthquakes, Strike, Lockouts, Epidemics, Riots, civil commotion, etc., provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

S.15 NOTICES

- 15.1.1 All notices and other communications required to be served on the CGMFP under the terms of this agreement, shall be considered to be duly served if the same shall have been delivered to, left with or posted by registered mail to the CGMFP at its last known address of business. Similarly, any notice to be given to the CSIR-CFTRI shall be considered as duly served, if the same shall have been delivered to, left with or posted by registered mail to CSIR-CFTRI at its registered address in New Delhi.

S.16 AMENDMENTS TO THE AGREEMENT

- 16.1 No amendment or modification of this agreement shall be valid unless the same is made in writing by both the parties or their authorised representatives and specifically stating the same to be an amendment of this agreement. The modifications/changes shall be effective from the date on which they are made/executed, unless otherwise agreed to.

S.17 ASSIGNMENT OF THE AGREEMENT

- 17.1 The rights and/or liabilities arising to any party to this agreement shall not be assigned except with the written consent of the other party and subject to such terms and conditions as may be mutually agreed upon.

S.18 ARBITRATION

- 18.1 Except as hereinbefore provided, any dispute arising out of this Agreement, the same shall be referred to the arbitral tribunal. This arbitral tribunal shall consist of two arbitrators, one to be appointed by each party to the dispute, and the two appointed arbitrators shall appoint the third arbitrator, who shall act as presiding arbitrator.

Signature (CoA, CFTRI).

Signature (CGMFP/ED)

The decision of such arbitral tribunal shall be final and binding on both the parties. The venue of arbitration shall be at such place as may be fixed by such arbitrators and the arbitration proceedings shall take place at mutually agreed place under the Indian Arbitration and Conciliation Act, 1996 or any statutory modifications or enactments thereof for the time being in force.

SEAL OF PARTIES

In witness whereof the parties hereto have signed this agreement on the day, month and year mentioned hereinbefore.

Parties

For and on behalf of CSIR-CFTRI

For and on behalf of CGMFP

Controller of Administration

Signature: _____

Signature: _____

Name: _____

Name: Mr. Vivek Acharya, IFS
S/o Dr. C.L. Acharya,

Designation: _____

Designation: General Manager
CGMFP Federation

Seal: _____

Seal: _____

Head TTBD

Signature: _____

Seal: _____

On behalf of CSIR-CFTRI Witnesses

On behalf of CGMFP Witnesses

1. Signature: _____

1. Signature: _____

Name: Dr. Ng. Hodayama Srinath

Name: Ku. Anuradha Swarnakar

Address: TPSS Dept. CFTRI, Mysore-20

Address: Professor Colony Raipur

2. Signature: _____

2. Signature: _____

Name: M R. VIJAYALAKSHMI

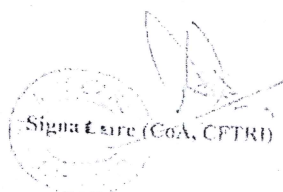
Name: Prashant Tiwari

Address: FVT, CFTRI, MYSORE-20

Address: Goal Chowk Raipur

Date: 04/8/2020

Date: _____



Signature (CGMFP FED)