

स्मिता एस. मुले

SMITA S. MULE



सत्यमेव जयते

भारत सरकार

Government of India

BHABHA ATOMIC RESEARCH CENTRE

Speed Post

वैज्ञानिक अधिकारी (एच)
अध्यक्ष, आकृति प्रौद्योगिकी अनुभाग,
ज्ञान प्रबंधन वर्ग
Scientific Officer (H)
Head, AKRUTI Technology Section
Knowledge Management Group

Ref : AKTS/ATP-72/SM/2019/ 9546

July 25, 2019

Sub : AKRUTI Tech Pack (ATP)-Signed Original Agreement.

Dear Shri. Aakashchandra Gourthakur,

Further to your visit to BARC on 16-7-2019 for signing the Agreement, find enclosed herewith 1 set of duly signed original Agreement for AKRUTI Tech Pack for your records. Technology Documents 5 nos. for selected technical know-how have been handed over to you on 16th July, 2019 after receipt of demand draft drawn in favour of 'Accounts Officer, BARC' for Rs. 50,000/- towards ATP charges for the technologies. A formal receipt from Accounts Division would follow.


The agreement is effective from 20th July, 2019.

Your ATP ID is ATP-72

Kindly acknowledge the receipt of Original signed ATP Agreement.

With regards,

Yours sincerely,


(Smita S. Mule)

encl.: Original Akruti Tech Pack Agreement a.a.

Shri. Aakashchandra Gourthakur, Director
Aakash Agri Solutions Pvt. Ltd.
Post Sillod, Tq. Sillod, Dist. Aurangabad
Pin-431112
MS



AGREEMENT

BETWEEN

**BHABHA ATOMIC RESEARCH CENTRE, MUMBAI
MAHARASHTRA**

AND

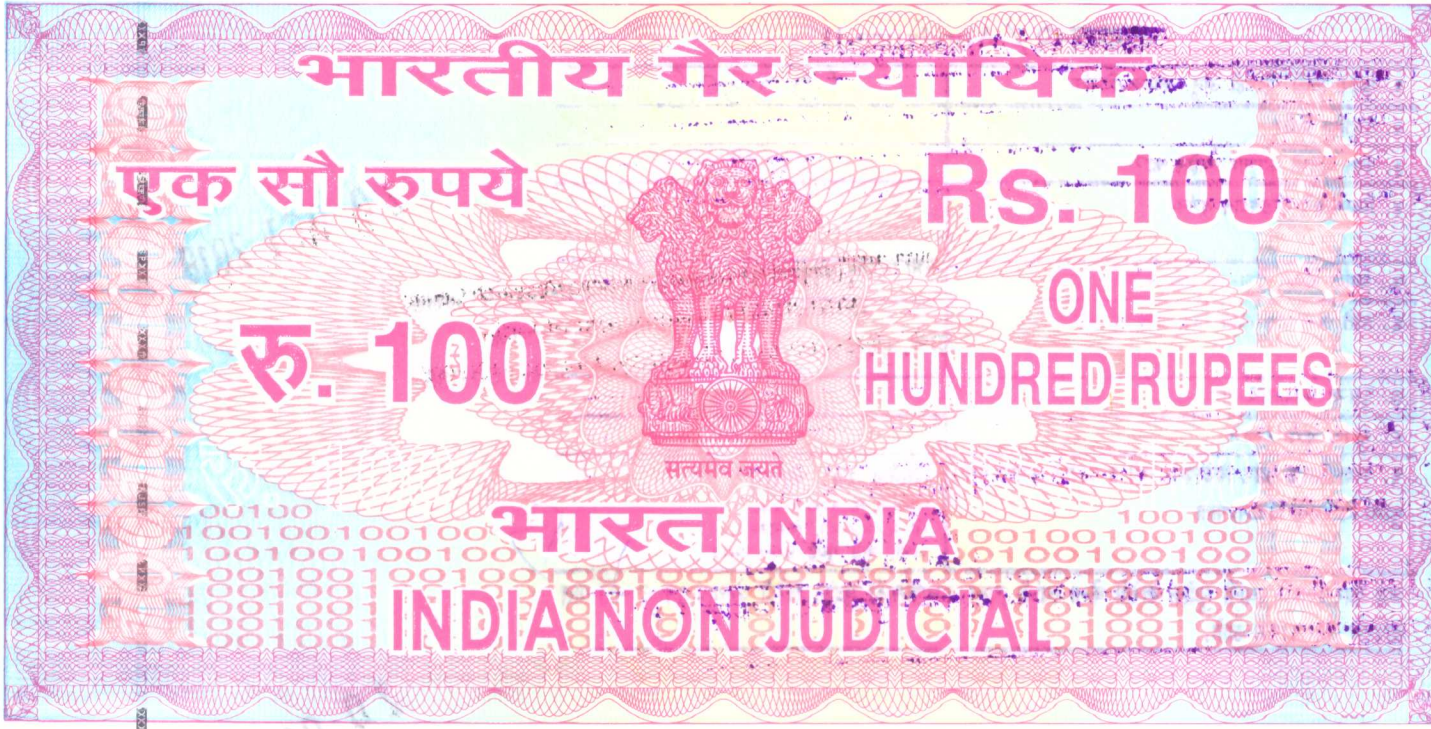
**AAKASH AGRI SOLUTIONS PRIVATE LIMITED
SILLOD, DIST. AURANGABAD ,MAHARASHTRA**

FOR

**AKRUTI TECH PACK DEPLOYMENT IN RURAL
SECTOR**

(UNDER THE FRAMEWORK OF DAE-SOCIETAL INITIATIVE)

Year - 2019



महाराष्ट्र MAHARASHTRA

2018

TZ 010987



जिल्हा कोषागर कार्यालय,
ठाणे
17 OCT 2018
प्रदाक प्रमुख लिपीक / लिपीक

AGREEMENT BETWEEN BHABHA ATOMIC RESEARCH CENTRE (BARC), MUMBAI AND AAKASH AGRI SOLUTIONS PRIVATE LIMITED SILLOD, DIST. AURANGABAD, 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

AAKASH AGRI SOLUTIONS PRIVATE LIMITED having registered office at post SILLOD Tq SILLOD -431112 Dist. Aurangabad and branch at At/Post Anvi Gut No.

Handwritten signature in blue ink.

Handwritten mark or signature in blue ink.

जाडपत्र-२ / Annexure-II

१. मुद्रांक विक्री नोंदवही अनु. क्रमांक/दिनांक	/ 60308
२. वस्तुचा प्रकार	
३. वस्तु नोंदणी करणार आहेत का?	होय/नाही
४. मिळकतीचे सोडवयात वर्णन-	
५. मुद्रांक दिवत देणाऱ्याचे नाव व संपादन	भाभा अणुअणु अनुसंधान केंद्र/Bhabha Atomic Research Centre
६. हस्ते असल्यास त्यांचे नाव, पत्ता व संपादन	भारत सरकार/Government of India ट्रॉम्बे, मुंबई-४०० ०८५./Trombay, Mumbai-400 085
७. पुस्त्या फाटकाराचे नाव	
८. मुद्रांक शुल्क रक्कम	
९. परवानाधारक मुद्रांक विक्रेत्याची सही व परवाना क्रमांक तसेच मुद्रांक विक्रेत्याची ठिकाण/पत्ता	निलेश सी. भांडारे परवाना क्र.३२०१०२३, सी-२/४/०१९, एक्टर-२, काली, नवी मुंबई-४०० ७०३.

20 OCT 2018

ज्या करणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच करणासाठी मुद्रांक खरेदी केल्याबाबत द. पहिल्यात घोषणे बंधनकारक आहे.

20 OCT 2018



226, Jalgaon Road, SILLOD ,Dist. Aurangabad-431112, Maharashtra (hereinafter called 'AASPL', which expression shall include its successors & 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 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 programme is operational in various places and surrounding villages in India. AKRUTIs 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-premiership for deployment of technologies exclusively in rural sector.

Whereas AASPL is incorporated as a Private Limited Company in 2015 with objectives of carrying out business of providing various services for improvement of farm productivity, organizing farmers, enhancements in income earnings of farmers, establishing market linkages for farmers groups and to organize skill development and IT services programmes for farmers. AASPL has been recognized by NSDC, MANAGE, ASCI, FICSI and MSSDS etc.

AASPL expressed its desire to utilize AKRUTI Tech Pack based BARC technologies for rural sector. AASPL 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 AASPL agree to take **Advanced Knowledge and Rural Technology Implementation (AKRUTI)** initiative in the rural sector by deployment of technologies through AKRUTI Tech Pack.

AT-10000

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

Whereas AASPL 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 AASPL, to utilize the AKRUTI Tech Pack and grant AASPL a license to utilize 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 AASPL in respect of the matter for the Technologies listed in Annexure-A hereto.

2. SCOPE OF AGREEMENT

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

3. GRANT OF LICENCE

By this Agreement BARC grants a non-exclusive revocable license to AASPL 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. 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 AASPL at the time of signing of this Agreement. The composition of the 'ATPD' is given in Annexure-A.



4.2 Technical Guidance & 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 AASPL for number of days as mentioned against each technology in the Annexure - A.

AASPL shall make necessary arrangements for residential accommodation, TA/DA etc. as per their entitlement 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 AASPL 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 AASPL as mutually agreed upon for number of days as deemed necessary by both parties. AASPL 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. FINANCIAL ARRANGEMENT

5.1 AASPL is aware that ₹ 50000/- (Rupees Fifty Thousand only) are 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 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 AASPL as mentioned in the Annexure - A.

Aakash Motising

- 5.3 Royalty : Nil
- 5.4 Discount : Nil
- 5.5 AASPL agrees to pay ₹ 50000/- by Demand Draft/ Cheque in favor of “Accounts Officer, BARC” payable in Mumbai as charges for AKRUTI Tech Pack at the time of signing Agreement.

6. RESPONSIBILITIES OF AASPL

- 6.1 AASPL is responsible for execution and co-ordination of all AKRUTI activities at their end.
- 6.2 AASPL 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 AASPL shall establish the place of activity as per terms and conditions of AKRUTI Tech Pack.
- 6.4 AASPL 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 AASPL 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 AASPL 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 AASPL 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 AASPL shall obtain necessary local statutory clearances if required for any activity to be carried out under this Agreement.
- 6.8 AASPL shall be bound to supply the product / part of product / services if requested from other AKRUTIs in India on chargeable basis.

Aakash Motising

- 6.9 In initial stage AASPL 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, Trombay, Mumbai - 400 085.
- 6.10 NISARGRUNA can be set up in urban sector, only after setting first operational plant in rural sector.
- 6.11 AASPL shall support in spreading the BARC's concept of AKRUTI programme through villages on its own.
- 6.12 Based on AKRUTI Tech Pack, AASPL shall be encouraged to make Bankable project report. BARC shall give technical guidance to AASPL for this purpose for deployment of the technologies through Bankable project report.
- 6.13 AASPL shall also be encouraged to deploy new technologies developed by BARC of rural and societal importance on mutually agreed terms and conditions.
- 6.14 In future, if more technologies are required then AASPL shall pay technology license fee in advance along with the request.

7. CONFIDENTIALITY

- 7.1 AASPL has read and understood all terms & conditions for the AKRUTI Tech Pack and adheres to them.
- 7.2 AASPL 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 AASPL 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 Pack 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.

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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 AASPL shall accept only instructions so given. The exercising authority in the case of the AASPL shall be _Aakashchandra Motising Gourthakur, Director Aakash Agri Solutions Pvt Ltd _or its 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 mode 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 the sole arbitrator as mutually agreed.


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.

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15. This agreement [Agreement between Bhabha Atomic Research Centre (BARC), Mumbai and Aakash Agri Solutions Pvt. Ltd. At/Post Anvi Gut No. 226, Jalgaon Road Sillod, Dist. Aurangabad-431112 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
(BARC), Mumbai

FOR AND ON BEHALF OF
Aakash Agri Solutions Private
Limited, Sillod, Au'bad, MS

Signature 
& Stamp


निदेशक, ज्ञान प्रबंधन वर्ग
Director, Knowledge Management Group
भाभा परमाणु अनुसंधान केंद्र
Bhabha Atomic Research Centre
भारत सरकार / Government of India

Date: 
दो. मुंबई-400 085/ Trombay Mumbai-400 085

Place: Mumbai

Witness 1. 

Name: Dr. S. K. Ghosh
Head, RTD

Witness 2. 

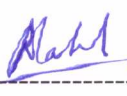
Name: P. Suprasanna
Head, NABTD

Signature 
Name Aakashchandra Mouring Gourthakur
Stamp/Seal



Date: 16/07/2019

Place: Mumbai

Witness 1. 

Name: Dr. Rajeev Anandsao Patil

Witness 2. 

Name: Mr. Vikrant A. Gaurthakur

Annexure-A

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

S. No.	Technology	Consultancy Mandays
1.	Soil Organic Carbon Detection & testing Kit (STK)	2
2.	Nisargruna – Biogas plant based on biodegradable waste (BGP)	2
3.	Mass Multiplication Medium of Bio fungicide <i>Trichoderma spp.</i>	2
4.	Process for Long lating Ready-To-Eat (RTE) Intermediate Moisture (IM) Fruit Cubes	2
5.	A Rapid Bio composting Process for Dry Leaves and garden Waste	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 once:

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

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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 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".

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