

Department of Microbiology
CCS Haryana Agricultural University, Hisar

Terms and conditions for Expression of Interest (Biofertilizers Production Lab)

1. The provisional lease shall be for a period of eleven months subjected to periodical evaluation by LESSOR. 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, COBSH, CCSHAU, Hisar to the LESSEE with a copy to Principal Scientist, BPD Unit & IPR Cell, DHRM. After eleven months, the lease can be extended on mutually agreed basis by getting a written request from the LESSEE.
2. The lease is strictly for pilot scale production purpose to accommodate the occupier of the LESSEE. The lease is according to the English Calendar Month.
3. The LESSEE (_____) has agreed to pay the membership fee of Rs. 15,000/- (Rupees Fifteen Thousand only) of Business Planning & Development Unit and IPR Cell of CCSHAU, Hisar which is one time subscription for the company and is prerequisite to have any MoU with University.
4. Access to committee room/conference hall/seminar room will be provided to the LESSEE on payment basis. Charges of per day will be levied for the usage for the same as per the terms and conditions of the Department/College/University.
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 contribute the share @ Rs. One per fifty milliliter (biofertilizers), @ Rs. 10/- per 50ml.
7. DAC committee meeting held on 15/12/2017 proposed that the LESSEE has to pay the Monthly rental charges of **minimum Rs 25,000/- (Rupees Twenty five thousand only)** for the Usage of Biofertilizers production laboratory through Demand draft in the name of Comptroller, CCSHAU, Hisar (payable at Hisar)
8. The sub-meter for the electricity will installed by the LESSOR.
9. The LESSEE has to pay the Electricity charges according to the sub meter reading through Demand draft in the name of Comptroller, CCSHAU, Hisar (payable at Hisar) as per the rates of DHBVN.
10. The LESSEE shall submit bank guarantee of **Rs. 200,000/- (Rupees two lacs only)** as security deposit for the desired period of tenancy, *i.e.* eleven months which shall be released after taking NOC from the University on peaceful vacation of rented premises.
11. The produce of the lab shall be sold with the trademark of the University and quality control of the produce will be ensured by the Department of Microbiology, CCS HAU Hisar.
12. The LESSOR has the right to reject the whole lot, if found sub standard as per FCO, 1985.
13. The LESSEE will use its own communication facilities and the LESSOR will not provide such facilities.
14. That the LESSOR 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 the faculty and students of the CCSHAU, Hisar will also do their research work and entrepreneurial activity in the biofertilizers production laboratory and LESSEE will have no objections.
16. Recurring costs (Chemicals and plastic wares like vials) is to be borne by the LESSEE.
17. The LESSEE should keep the rented property, 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 rented property for any purpose other than for which it was let nor shall sub-let or sub-lease the portion let to him to any third party.
19. The LESSEE shall provide the details of their employees in the office of the rented Department.
20. The LESSOR will not be responsible for any kind of damage caused to any assets (including manpower) or belongings of LESSEE during the agreement period.
21. The LESSEE covenants to keep the premises in good condition during the tenancy and also not to make any permanent additions or alteration of the same.
22. That, in case of damage caused by the LESSEE to the SAID PROPERTY during the period of use, LESSEE shall be held responsible for such damages and replace such damaged items.
23. The LESSEE shall fairly handle the fittings and fixtures in the premises and maintain the same properly.
24. That the LESSEE shall not create any untoward disturbance or nuisance and shall not allow any anti-social person in the SAID PROPERTY.
25. That the LESSEE shall not keep or store any illegal inflammable article or explosives that endanger life and property.
26. Either the LESSOR or the LESSEE may terminate the lease agreement by giving written notice of one month in advance.
27. That 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.
28. After the expiry of the lease period the LESSEE shall handover the leased property as on occupation period.
29. It has been agreed by the LESSEE that any litigation from the clients including beneficiaries, the LESSEE will be responsible to 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.
30. In case of any dispute between CCSHAU and the _____, the matter will be solved through arbitrator with the jurisdiction at Hisar. It was further agreed that the Vice-Chancellor or any other Officer nominated by the Vice Chancellor, CCSHAU, Hisar shall be the arbitrator for this purpose.
31. CCSHAU, Hisar shall be at liberty to cancel the license if the company fails to abide the terms & conditions of the MoU and medium of arbitration proceedings will be in English.
32. Since it will be non-exclusive lease agreement to the (_____) the university can sign lease agreement with any other company on its terms and conditions. The **firm/ person** will have no objection.

33. This agreement should be made subject to amendments as per the rules and guidelines of CCSHAU, Hisar and other relevant Acts of the State Government.
34. 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, that no further authority or execution by any other person for such party is necessary.
35. This agreement is executed in duplicate with each copy being an official version and having equal legal validity.
36. All legal disputes will be subject to Hisar court's jurisdiction.

If more than one EOI received, the university have all the right to decide on the basis of technical knowledge and experience in the desired field.

Prof & Head
Department of Microbiology