

No. VI-D&P/653/2020-21/TDT
GOVERNMENT OF INDIA
MINISTRY OF SCIENCE & TECHNOLOGY
DEPARTMENT OF SCIENCE & TECHNOLOGY
TECHNOLOGY BHAWAN, NEW DELHI

Dated: January 31, 2022

OFFICE MEMORANDUM

Subject: Modification of arbitration clause in the bi-partite agreement under Drugs and Pharmaceuticals Research Programme (DPRP) Scheme of Department of Science and Technology (DST)

Reference to the bi-partite agreements signed under the Drugs and Pharmaceuticals Research Programme (DPRP), TDT division, DST, wherein Clause No. 14 pertains to "ARBITRATION".

Pursuant to statutory amendment to the Arbitration & Conciliation Act, 1996 prevailing as on date, the approval of the competent authority is accorded for amending the arbitration clause by substituting with an Institutional Arbitration provision.

The clause related to "Arbitration" is modified in its entirety and would now read as under:

" GOVERNING LAW, DISPUTE RESOLUTION & JURISDICTION

- a. This Agreement shall be governed by and construed in accordance with the laws of India.
- b. Dispute Resolution
 - (i) All or any dispute, controversy, claim or disagreement arising out of or touching upon or in relation to the terms of this Agreement or its termination, breach, invalidity, including the interpretation and validity thereof and the respective rights and obligations of the Parties hereof, that cannot be amicably resolved by mutual discussion within thirty (30) calendar days, shall be settled through arbitration at Delhi which shall be referred to Delhi International Arbitration Centre (DIAC), New Delhi. DIAC shall appoint the sole arbitrator. The proceedings of the arbitration shall be in accordance with the Rules of Arbitration of the Delhi International Arbitration Centre (DIAC) – New Delhi amended as on date that are deemed to be incorporated by reference in this clause and the award made in pursuance thereof shall be binding on the Parties;
 - (ii) The Courts at Delhi shall have exclusive jurisdiction in all matters concerning this Agreement, including any matter arising out of the arbitration proceedings

डा. नीरज शर्मा / Dr. Neeraj Sharma
 प्रमुख (टी.डी.पी.) / Head(TDT)
 विज्ञान और प्रौद्योगिकी विभाग
 DEPT. OF SCIENCE & TECHNOLOGY
 भारत सरकार / Govt. of India
 नई दिल्ली-110016 / New Delhi-110016



or any award made therein. The arbitration proceedings shall be conducted in the English language;

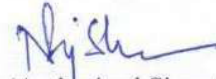
- (iii) During the pendency of any dispute resolution exercise whether by negotiations or arbitration, the Parties shall be bound by the terms of this Agreement/ MOU and shall continue to perform their respective obligations not under dispute under this Agreement.
- c. Delay / non-payment of dues and matters arising thereto as per the Agreement will also be covered in the dispute or differences. In case of any default the entire outstanding dues together with all outstanding interest and other charges will become due and payable and the dispute may be referred to Arbitration.
- d. Each Party shall bear and pay its own cost of the arbitration proceedings unless the arbitrator otherwise decides in the award.
- e. This provision of this Clause/Article shall not be frustrated, abrogated or become in-operative, notwithstanding this Agreement expires or ceases to exist or is terminated or revoked or declared unlawful.
- f. This Arbitration and Jurisdiction provision shall be applicable to all amendments, supplementations, restatements, settlement arrangements arising from Agreement unless otherwise expressly exempted by the parties."

The amendment as sanctioned will become uniformly applicable for all the executants of Agreements under the DPRP becoming beneficiaries of the funding assistance by way of loan and having any outstanding dues as on the date of issuance of this Office Memorandum (O.M.)

The Letter Amendment Agreement to the Principal Agreement that governed loan assistance towards implementation of the Project is enclosed herewith for due acceptance by the executants within a period of 45 days from the date of issuance of the present O.M.

In the event of failure to convey the acceptance as afore stated, due receipt of the O.M. by the addressees shall be considered as acceptance to the application of this O.M. for all intends and purposes of their corresponding Principal Agreements and shall be a binding amendment effective from the date of acceptance by the industrial partner or 45 days from the issuance of the Office Memorandum, whichever is earlier.

This issues with the approval of the Competent Authority and concurrence of Department of Legal Affairs, Ministry of Law & Justice, Government of India.



(Authorized Signatory)

DPRP, DST For and on behalf of The President of India

डॉ. नीरज शर्मा / Dr. Neeraj Sharma
प्रमुख (टी.डी.टी.) / Head (TDT)
विज्ञान और प्रौद्योगिकी विभाग
DEPTT. OF SCIENCE & TECHNOLOGY
भारत, सरकार / Govt. of India
नई दिल्ली-110016 / New Delhi-110016

Copy for information to: -

1. Secretary, DST
2. Joint Secretary (Admin), DST
3. Concerned file
4. IFD, DST