

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the Memorandum) is signed on this ..... day of ..... by and between the Food Safety and Standards Authority of India, hereinafter referred as FSSAI and the State Government of ..... hereinafter referred as STATE for the purpose of implementation of the scheme for upgradation of food testing system in the State of .....

This Memorandum of Understanding (the Memorandum) defines the role and responsibilities of the participating agencies, monitoring and other matters related to the purpose of implementation of the scheme in the STATE.

The FSSAI and STATE of .....have reached upon an understanding as follows: -

### **A. ROLE OF FSSAI**

- FSSAI will carry out Rate Contract for the equipments mentioned in Annex A attached along with and provide the STATE with the name of the shortlisted vendors with whom the Purchase Order can be placed by the STATE as per their suitability. The funds towards procurement of the equipments will be provided by the FSSAI to the STATE.
- FSSAI will also provide funds under the following heads:
  - Professional Services           **Rs. 0.45 (Rs. 0.15 crore Per Year for three years)**
  - Consumables                       **Rs. 0.30 (Rs. 0.10 crore Per Year for three years)**
  - Contingency                       **Rs. 0.30 (Rs. 0.10 crore Per Year for three years)**
- FSSAI shall review the progress of the scheme from time to time and shall seek any detail from the State with regard to implementation of the Scheme.

### **B. ROLE OF State of.....**

STATE will place purchase order for each of the equipment to empanelled manufacturers/suppliers as per the Rate Contract and make arrangements for the following:

1. Effective utilization of the grant/funds given by FSSAI for the purpose for which it is granted and to ensure timely progress of project work and submit the utilization certificate as per GFR. In no case the fund would be diverted for any other purpose.
2. Suitable Building space (Dust free) with stable uninterrupted electrical supply, water supply (RO, Distilled and Double distilled), air conditioning, laboratory furniture, etc. before release of purchase order for installation of various equipments for setting-up/upgradation of Chemical and Microbiological laboratories along with safety features and fire fighting arrangements.

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3. Qualified manpower for (i) operation of the equipments being provided under the scheme for Chemical and Microbiological laboratories and (ii) administration, including sample cell and IT support, for laboratories.
4. Funds for regular supply of general laboratory equipment and their calibration (if required), consumables, chemicals, reagents and reference standards as per the requirements of analysis.
5. Proper housekeeping of the upgraded laboratory including waste disposal (chemical and microbiological wastes) alongwith proper storage of remnant samples.
6. NABL accreditation by utilizing the support being provided towards the same within 2 years from the date of release of final instalment related to procurement of equipments and regular renewal of accreditation in future.
7. Introduction of LIMS and linking it with FSSAI network for data sharing on a real time basis.
8. Making available the upgraded laboratory for imparting training for other States/FSSAI notified labs in the State/region, besides ensuring participation of laboratory personnel in the training program to be organised by FSSAI.
9. Open to Inspection/Audit of the laboratory by FSSAI during the process of setting up/up gradation and after completion of work.
10. Completion of renovation work within six months from the date of receipt of grant.
11. STATE will take full responsibility for operation of the upgraded laboratory.

### C. MONITORING

- (i) The Comptroller and Auditor General of India, at his discretion shall have the right of access to the books of accounts of the STATE for the grants received from FSSAI for this purpose.
- (ii) FSSAI will have the right to seek information with regards to the progress made and utilization of facilities so created and also carry out visits to the upgraded laboratory from time to time.
- (iii) FSSAI may terminate the grant at any stage if it is convinced that the grant has not been properly utilized or appropriate progress has not been made.

<p>Signed by Shri/Ms. _____ for and on behalf of the Commissioner Food Safety (official stamp)</p>	<p>Signed _____ by Shri _____ for and on behalf of the Chief Executive Officer, FSSAI. (official stamp)</p>
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**List of Equipments**

1. Inductively Coupled Plasma Mass Spectrometer (ICP-MS) alongwith all accessories and sample preparation facility.
2. Gas Chromatograph Tandem Mass Spectrometer (GC-MS/MS) alongwith all accessories and sample preparation facility.
3. Liquid Chromatograph Tandem Mass Spectrometer (LC-MS/MS) alongwith all accessories and sample preparation facility.

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