

No. 7(2)/2019-IP: S&ITS
Government of India
Ministry of Electronics & Information Technology (MeitY)
Software Industry Promotion Division

New Delhi – 110003

Date: 21.01.2020

To

The Pay & Accounts Officer
Ministry of Electronics & Information Technology
Electronics Niketan, 6, CGO Complex, New Delhi – 110 003

Subject: Release for NASSCOM's Project titled **"Amplify Indian IT-ITeS Trade and Rebranding the industry in Development Market"**.

Ref. : Administrative Approval No. 7(2)/2019-IP:S&ITS dated 12.12.2019 and Corrigendum/Addendum of even No. dated 16.01.2020

Implementing Agency: National Association of Software and Service Companies (NASSCOM),
New Delhi.

Sir,

I am directed to refer to this Ministry's letter of even number dated 12.12.2019 conveying the Administrative Approval for the implementation of the above project at a total of Rs. 35.00 Crores (Rupees Thirty Five Crores Only) to be shared equally of Rs. 17.5 crores by MeitY and Rs. 17.5 crores by NASSCOM over a period of Three Years.

2. I am now directed to convey the sanction of the President under the Delegation of Financial Power Rules 1978 to release an amount of Rs. 2.75 crores (Rupees Two Crores Seventy Five Lakhs Only) as 1st Instalment of Grants-in-aid to NASSCOM's New Delhi for the implementation of the above mentioned project i.e. **"Amplify Indian IT-ITeS Trade and Rebranding the industry in Development Market"**

3. The Grants-in-aid will be regulated in accordance with the Terms and Condition of the above mentioned Administrative approval as given below:-

- i) The grant is for the specific project as approved by Ministry of Electronics and Information Technology (MeitY) and shall be subject to the following conditions:
 - a. The grant amount shall be spent for the Scheme within the specific time,
 - b. Any portion of the grant which is not ultimately required for expenditure for the approved purposes shall be duly surrendered to MeitY.
- ii) NASSCOM shall maintain an audited record in the form of a register in the prescribed proforma for permanent, semi-permanent assets acquired solely or mainly out of MeitY grant;
- iii) The assets referred to in (ii) above will be property of MeitY and should not, without prior sanction of MeitY, be disposed of or encumbered or utilized for the purposes other than those for which the grant has been sanctioned. An undertaking shall be given by NASSCOM that they agree to be governed by those conditions;
- iv) At the conclusion of the project, MeitY will be free to sell or otherwise dispose of the assets which are the property of MeitY and NASSCOM shall render to MeitY the necessary support for facilitating the sale of these assets;
- v) NASSCOM shall send to the MeitY at the end of each financial year as well as at the time of seeking further installments of the grant a list of assets referred to in (ii) above.
- vi) Should at any time NASSCOM cease to exist, such assets etc., shall revert to MeitY;

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- vii) NASSCOM shall render progress-cum-achievement reports at interval of not exceeding six months on the progress made on all aspects of the project including expenditure incurred on various approved items during the period.
- viii) NASSCOM shall render an audited statement of accounts to MeitY.
- ix) The audited statement of accounts relating to grants given during financial year together with the comments of the auditor regarding the observance of the conditions governing the grant should be forwarded to MeitY within six months following the end of the relevant financial year.
- x) The utilization of grant for the intended purposes will be looked into by the Auditor of NASSCOM according to the directives issued by the Government of India at the instance of the Comptroller and Auditor General and the specific mention about it will be made in the audit report.
- xi) MeitY or its nominee/s will have the right of access to the books and account of the grantee institution for which a reasonable prior notice would be given;
- xii) NASSCOM, should maintain separate audited account for the Scheme. If it is found expedient to keep a part or whole of the grant in a bank account earning interest, the interest, thus each should be reported to this Ministry. All Interest against Grant-in-aid should be mandatorily remitted to the Consolidated Fund of India immediately after finalization of the accounts. Such advances should not be allowed to be adjusted against future releases.
- xiii) Sale proceeds of components, prototype, pilot project etc. fabricated as a result of the development of the project arising directly from funds granted by MeitY. Shall be reverted to MeitY;
- xiv) The know-how generated by the Scheme, shall be property of MeitY. Any receipt by way of sale of know-how transfer, royalties training etc., shall accrue to MeitY. MeitY may, in its discretion, allow or direct a portion of such receipts to be retained by NASSCOM.
- xv) MeitY will have the right to call for drawings, specifications and other data necessary to enable the transfer of know-how to other parties and the grantee shall supply all the needed data at the request of MeitY;
- xvi) Application by NASSCOM for any other financial assistance or receipt of grant/loan from any other Agency/Ministry/Department for this project should have the prior approval of MeitY.
- xvii) NASSCOM is not allowed to entrust the implementation of this project for which grant-in-aid is received to another institution and to divert the grant-in-aid received from MeitY as assistance to the later institution.
- xviii) MeitY shall appoint a committee comprising of representatives from MeitY and other experts. The Management Committee will periodically monitor the project in all respects including technical and financial.
- xix) NASSCOM will first make all efforts to protect intellectual property generated out of the schemes. NASSCOM will examine IPR protection issues in consultation with IPR Cell, MeitY to file patents, register the copyrights etc. before making it public by publishing in the technical journals and books, presenting findings in Conferences etc.
- xx) The Intellectual property and the rights associated with it shall be assigned to MeitY. In cases where the fundings have been done jointly with other organization, the IP rights would be appropriately shared.



- xxi) In case of any dispute on any matter, related to the Schemes during the course of its implementation, the decision of Secretary, MeitY shall be final and binding on the institute.
- xxii) The implementing agency should ensure compliance of EAT Module before approaching for further release under the project.
- xxiii) The Grantee Institute/ Implementing Agency should adhere to GFR guidelines while incurring expenditures out of MeitY's grant under the project.

4. The amount of grants-in-aid of **Rs. 2.75 (Rupees Two Crores Seventy Five Lakhs Only)** will be paid through ECS Transfer as details provided below:

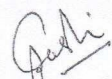
- a) Name of the agency : **National Association of Software and Service Companies (NASSCOM), New Delhi**
- b) Name of Bank : Central Bank of India, Ashoka Hotel Branch, New Delhi.
- c) Bank Account No. : Current Account-1021754491
- d) IFSC Code of Bank : CBIN 0280298
- e) MICR Code : 110016007
- f) Place/Station : New Delhi

5. NASSCOM, New Delhi is an Industry Association and has submitted the Surety Bond in terms of Ministry of Finance O.M. No. 14(1)/E-II(A)-64 dated 23.06.1965 and have also accepted the terms and conditions for the Grant-in-aid. As per categorization of the grantee organization, it comes under **others**.

6. The expenditure involved is debit to the Major Head 2852 Industries, 85 **Digital India Programme**, 85.15 "Promotion of IT-ITES Industries" 85.15.31- Grants-in-aid General under Demand No. 24 of Ministry of Electronics and Information Technology for the year 2019-20.


7. This issues with the concurrence of IFD MeitY vide Diary No. 1606 date 07.01.2020 and approval of Secretary, MeitY vide Diary No. 146 date: 10.10.2020 Sanction order has been noted at S. No. 05 in the Register of Grant at Page.09.

Yours faithfully,


(Sandeep Kumar Ambasta)
Deputy Director

Copy to:

1. Director, Office of the Director General of Audit, Post & Telecommunications, Sham Nath Marg, Civil Lines, Delhi-110 054.
2. JD(RSK), IFD, MeitY, New Delhi
3. DDO, (MeitY), New Delhi (2 copies)
4. The President, National Association of Software and Service Companies, (NASSCOM), NASSCOM Campus, Plot No-7-10, Amity Road, Sector 126, Noida, Uttar Pradesh 201303
5. JS(RK), MeitY
6. Dir(AKG)/Sci 'B' (AG)/ PPS to Secretary
7. Sanction folder


(Sandeep Kumar Ambasta)
Deputy Director