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: Article 5 Agreement or Memorandum of an agreement

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Umbrella Memorandum of Understanding
between

ICAR-Directorate of Groundnut Research, Gujarat,

And

**SAM HIGGINBOTTOM UNIVERSITY OF AGRICULTURE, TECHNOLOGY AND
SCIENCES, PRAYAGRAJ – 211007 UTTAR PRADESH**

for facilitating Students' Training/Research

(Signature of First Party)

(Signature of Second Party)

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This Memorandum of Understanding (hereinafter referred to as MoU) is made on this 6th day of the month of **December** in the year **2021** by and between the INDIAN COUNCIL OF AGRICULTURAL RESEARCH- Directorate of Groundnut Research, Junagadh, Gujarat having its Head Office at Post box- 5, Ivnagar Road, Junagadh 362001, Gujarat [hereinafter called "ICAR-DGR."/First party], a constituent Research Institution of the Indian Council of Agricultural Research, Krishi Bhavan, New Delhi-110 001 on the ONE PART and "SAM HIGGINBOTTOM UNIVERSITY OF AGRICULTURE, TECHNOLOGY and SCIENCES" established as a university with U.P. government under U.P. Act No. 35 of 2016 vide official Gazette Notification No. 1867/79-V-1-16-1(ka)36-2016 dated December 27, 2016 which came into force w.e.f. December 29, 2016 through Notification No. 2473/67-KSA-2016-900(2)/2010 of Hon'ble Governor of Uttar Pradesh, with its registered office at "Rewa Road, Prayagraj-211007 Uttar Pradesh" (Hereinafter referred to as "**SHUATS**" Second Party) (who for the purpose of this MoU are hereinafter collectively referred to as the parties).

The parties, having agreed fields of common research interests and allied activities between the two institutions, have decided to enter into a collaboration for promotion of students' training and quality research in cutting edge areas in accordance with the provisions contained in the Guidelines issued *vide* Letter No. 2-8/2012-HRD dated 11th December, 2012 or as revised from time to time.

WHEREAS the "First Party" is involved in the Groundnut research in the disciplines of Genetics, Biotechnology, Breeding, Genetic Resource management, Agronomy, Soil Science, Entomology, Plant Pathology, Microbiology, Crop Physiology and Biochemistry (specific mandated domain within the approved disciplines/divisions).

AND WHEREAS the "Second Party", is a State University as per status accorded by the Uttar Pradesh State vide Act No. 35 of 2016 as passed by the Uttar Pradesh Legislature is involved in Teaching, Research & Extension of Agriculture, Technology and Sciences.

AND WHEREAS it has been considered expedient to agree in writing to participate jointly in the projects requiring expertise and logistics from both the parties.

Article 1. Scope

- 1.1 The Second party will recognize the First party as an Institute for conducting research related to the thesis requirement of the research students for M.Sc./Ph.D. The Second party will recognize Scientists of the ICAR Institute as recommended by its Director in accordance with the University rules and regulations for guiding students working for the said degree.
- 1.2 Operational details of research effort and collaboration will be made in common research programs and/or projects restricted to specific mandated domain within the approved disciplines/divisions. The objective(s) for research work for a student coming from a Second party outside NARS should be exclusively different as far as possible.



(Signature of First Party)



(Signature of Second Party)

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- 1.3 Research instrumentation facility and library facilities available with the First party and the Second party will be made available to the faculty and research scholars by mutually agreed terms or consent of other party. However, the costs of specific consumables will be borne by the respective organizations, where the work has been initially proposed/planned before the start of project/student research.
- 1.4 There shall be an exchange of students for academic, research and training purposes. Accommodation in the Hostel shall be arranged, wherever possible, as per extant rates. The duration of exchange visits will be determined by mutual consent between both the parties.

Article 2. Management

- 2.1 Director or its representative of the First party and the Vice –chancellor/ Head of the Institution or its representative of the Second party will be responsible to work out operational details of co-operation between the two organizations and ensure proper and effective implementation of this MoU.
- 2.2 The Advisory Committee will meet at least once in a year alternatively in the institutions of the First party and the Second party to review the activities. This meeting shall include presentation on the academic and research activities, which should be open to the students, faculty and scientists.

Article 3. Exchange of Information

- 3.1. The term "information" includes scientific or technical data, results and/or methods of investigation, and other information intended to be provided, exchanged, or arising under project descriptions entered into pursuant to this MoU.
- 3.2. The parties support the widest possible dissemination of information. Each party in joint projects shall be given the right to use, disclose, publish or disseminate such information by mutually agreed terms or consent of the other party

Article 4. General Provisions

- 4.1 It is understood that the First party and the Second party subscribe to the principle of equal opportunity and do not discriminate on the basis of race, sex, age, caste or religion. Both the Institutions shall abide by these principles in the administration of this agreement and neither party shall impose criteria for exchange of scholars or students, which violate principles of non-discrimination.
- 4.2 Both parties understand that all financial agreements will have to be negotiated separately and will depend on the availability of funds.
- 4.3 Both parties acknowledge that exchange of students from one party to the other shall be subject to the availability of funds and shall comply with the regulations and policies of the First party and the Second party.
- 4.4 Any research publications arising will be jointly published in accordance with the provisions laid out in Item 3.2.1C of the Guidelines for the students to conduct research for their degree program as trainees at ICAR institutions as notified *vide* Letter No. 2-8/2012-HRD dated 11th December, 2012 or revised guidelines, if any, as may be issued from time to time.

(Signature of First Party)

(Signature of Second Party)

- 4.5 A copy of the thesis/dissertation will be submitted to the First Party after the award of the degree by the Second party.
- 4.6 All questions related to this MoU arising during its term will be settled by the parties by mutual agreement. Disagreements at the operating level shall be forwarded to respective higher officials for appropriate resolution failing which an arbitrator of mutual acceptance may be identified for the settlement of dispute, if any.
- 4.7 All questions not foreseen related to this MoU will be handled by the parties by mutual agreement.
- 4.8 In case of natural calamity like fire, earthquake, floods etc., neither party to the agreement is responsible for the losses.
- 4.9 Nothing in this MoU is intended to affect other cooperation or collaborations between the parties.

Article 5. Intellectual Property Rights

- 5.1 The Second party will be expected to ensure protection of the Intellectual Property Rights generated or likely to be generated during the student's research work. The ICAR (ICAR-DGR) as the first applicant (and the Second party shall be the joint applicants for IPRs and the students and involved scientific staff shall be included as the inventor/breeder/author. The 'ICAR Guidelines for Intellectual Property Management and Technology Transfer / Commercialization' as amended from time to time shall be the reference for exploitation of the generated intellectual property, whose management and benefits sharing shall be mutually decided in each case.

Article 6. Admission and Fees

- 6.1 All those who wish to register as trainees and/or for master/doctoral programme under this MoU must apply for admission at the Second party. The allocation of Major Guide/Advisor would be finalized before the registration and will be governed by the provisions laid out in Items 3.2.1A and 3.2.2A of the Guidelines for the students to conduct research for their degree programs as trainees at ICAR institutions as notified *vide* Letter No. 2-8/2012-HRD dated 11th December, 2012 or revised Guidelines, if any, as may be issued from time to time, for the students from within NARS and outside NARS, respectively.
- 6.2 Admission of the students and the award of degrees for different programs will be the responsibility of the Second party as per the rules and regulations.
- 6.3 Allotment of the students at the First party will be done by the approval of Director of the First party and Vice-chancellor/Head of the Institution of the Second party.
- 6.4 The First party would have the right to screen the student's eligibility for admission based on their academic period.
- 6.5 The PME Cell of the First party in consultation with the representative of the Second party shall decide the location and sharing quantum of research work.
- 6.6 The number of student(s) at any particular time will be subjected to the availability of research facilities and scientists' time to guide thesis research at the First party institution.
- 6.7 Any student(s) admitted to the First party for training/post graduate research, if found violating the rules and regulations laid down by the First party or indulge in such activities that amount to tarnishing the image of the Institute, or cause damage to the property, the registration of such student(s) would be summarily terminated. The Second party will not complete the formalities of issuing the certificates to such students until the student compensate the losses to the First party.


(Signature of First Party)


(Signature of Second Party)

- 6.8 Fees will be charged from the students by the First party as per Guidelines for the students to conduct research for their degree programs as trainees at ICAR institutions *vide* Letter No. 2-8/2012-HRD dated 11th December, 2012 or revised Guidelines, if any, as may be issued from time to time. No fee may be charged by the First party from the students registered with AU/DU within NARS. However, a student registered with a Second party, outside NARS, will deposit fee of Rs. 10,000/- for training duration of 3 months (not leading to a degree/dissertation) and Rs. 30,000/- per semester (six months) for training, research, dissertation exceeding three months. Any change in fee structure by ICAR will be applicable from the date of revision and shall be charged by the First party.

Article 7. Entry into effect, modification and termination

- 7.1. This MoU shall become effective on the date it is signed by the parties and shall be valid for three years extendable up to five years. Both parties shall review the status of the MoU at the end of each three/five years period to determine any modification, whenever necessary. The period of validity of this MoU may be extended by mutual consent up to five years. This MoU may be amended by mutual written agreement and may be terminated at any time by either party upon written notification signed by the competent authority of the party initiating termination. Such notification must be given to the other party at least six months in advance from the effective date of termination.
- 7.2. All joint activities not completed at the expiration or termination of the MoU may be continued until their completion under the terms of this MoU.
- 7.3. No amendment or modification of the MoU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be amendment of the MoU. The modifications / changes shall become part of the MoU and shall be effective from the date on which they are made / executed, unless otherwise agreed to. This MoU has been executed in two originals, one of which has been retained by the First party and the other by the Second party).




(Signature of First Party)



(Signature of Second Party)

IN WITNESS WHEREOF, the parties have executed this MoU and represent that they approve, accept and agree to terms contained herein

<p>ICAR- Directorate of Groundnut Research, Junagadh, Gujarat - 362001</p>	<p>Sam Higginbottom University of Agriculture, Technology and Sciences, Prayagraj, 211007 Uttar Pradesh.</p>
<p>Dr. S.K. Bera Director</p> <p></p> <p>Signature with date</p> <p>निदेशक / Director भाकअनुप-मूंगफली अनुसंधान निदेशासय ICAR-Directorate of Groundnut Research जुनागढ़ / Junagadh</p> <p>Office Seal</p>	<p>Prof. (Dr.) Shailesh Marker Name of the Director Research Tel. No. 0532-2684296 Date:</p> <p></p> <p>Signature with date</p> <p>Prof. (Dr.) Shailesh Marker (Research) Sam Higginbottom University of Agriculture Technology and Sciences, Prayagraj-211007 Uttar Pradesh</p> <p>Office Seal</p>
<p></p> <p><u>Witness 1</u> Dr. Sushmita Singh Scientist SS (Plant Physiology) ICAR- Directorate of Groundnut Research, Junagadh, Gujarat - 362001</p> <p></p> <p><u>Witness 2</u> Dr. Kiran Kumar Reddy K Scientist SS (soil science) ICAR- Directorate of Groundnut Research, Junagadh, Gujarat - 362001</p>	<p></p> <p><u>Witness 1</u> Prof. (Dr.) Deepak Lal Dean, P.G. Studies, SHUATS, Prayagraj</p> <p></p> <p><u>Witness 2</u> Dr. Suchit Ashish John Head Department of Biological Sciences FoS, SHUATS, Prayagraj-211007 Head, Department of Biological Science Faculty of Science, SHUATS, Prayagraj</p>

(Signature of First Party)

(Signature of Second Party)