

उत्तर प्रदेश UTTAR PRADESH

GP 219915

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ICAR-INDIAN INSTITUTE OF VEGETABLE RESEARCH, VARANASI
AND
DEEN DAYAL UPADHYAY GORAKHPUR UNIVERSITY, GORAKHPUR
For facilitating
Students' Training/Postgraduate Research/ Capacity Building**

This Memorandum of Understanding (hereinafter referred to as MoU) is made on this 8th days of the month of 7th in the year 2023 by and between ICAR-Indian Institute of Vegetable Research, Varanasi having its Head Office at VARANASI [hereinafter called "ICAR- IIVR"/First party], a constituent Research Institution of the Indian Council of Agricultural Research, Krishi Bhavan, New Delhi-110001 on the ONE PART

and

DEEN DAYAL UPADHYAY GORAKHPUR UNIVERSITY, GORAKHPUR, was established in 1956 by an passed by U.P. Legislative, having its office at Civil Lines, Gorakhpur, Uttar Pradesh 274409, and recognized by University Grants Commission, having its headquarters at Gorakhpur [hereinafter called DDU GORAKHPUR UNIVERSITY Second party] on the OTHER PART (who for the purpose of this MoU are hereinafter collectively referred to as the parties).

(Signature of First Party)

(Signature of Second Party)

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The parties, having discussed fields of common research and academic interests and allied activities between the two institutions, have decided to enter into long-term collaboration for promotion of Students' Training/Postgraduate Research/ Capacity Building in cutting edge areas.

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

Article 1. Scope

1.1 WHEREAS the "First Party" is involved in the studies on **Vegetable improvement along with its production and protection aspects as specified/ mandated domain within the approved disciplines/divisions**, AND WHEREAS the "Second Party", is a State University involved in Teaching & Research.

1.2 The First party will recognize the Second party as a university for conducting research and training and will seek joint ventures on collaborative research, training, project formulation & implementation. The Second party will recognize the First party as an Institute for conducting complete/ partial research related to the thesis requirement of the research students for Ph.D. degree. 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. The training and research costs as prescribed by ICAR will be borne by faculty, staff, research scholars and students of second party.

1.3 Operational details of research effort and collaboration will be made in common research programmes and/or projects restricted to specific mandated domain within the approved disciplines/divisions.

1.4 Research instrumentation facility and library facilities available with the both parties will be made available for the utilization of scientists, faculty, students and research scholars of both parties. However, the costs of specific consumables will be borne by the respective organizations.

1.5 There shall be an exchange of scientists, faculties, staff & students for academic, research and training purposes. Accommodation in the Hostel shall be arranged, wherever possible, as per the availability and on the prevailing rates. In the event of non-availability for any reason, the students will have to make their own arrangements for boarding and lodging. The duration of exchange visits will be determined by mutual consent between both the parties.

Article 2. Management

2.1 The competent authorities of the First party and the Director Research/ Dean, P.G. Studies 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.



(Signature of First Party)



(Signature of Second Party)

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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 research, academic, project, extension and training 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 related to the collaborative research program. Each party in joint projects shall be given the right to use, disclose, publish or disseminate such information for research and academic purposes.

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 scientists, faculty, staff and 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 A copy of the thesis/dissertation will be submitted to the First Party after the award of the degree by the Second Party.

4.5 The First Party will have the right to modify the syllabus/accept new curriculum, as per the university rules/regulations.

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 Nothing in this MoU is intended to affect other cooperation or collaborations between the parties.



(Signature of First Party)



(Signature of Second Party)

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 as the first applicant (for its institute) 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.

5.2 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 programme 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.

5.3 The Supervisor/Co-Supervisor/ Guide/Co-Guide of the student shall be the corresponding author for the publications depending upon the major work carried out at ICAR-IIVR/ DDU GORAKHPUR UNIVERSITY and reported in the dissertation/thesis/report.

5.4 Patent/IP, if any, shall be dependent on the major work that is carried out either in ICAR-IIVR or DDU GORAKHPUR UNIVERSITY. If the major work is carried out at ICAR-IIVR then, Patent/IP protection/registration will be done in the name of ICAR-IIVR as first owner/applicant and if the major work is carried out at DDU GORAKHPUR UNIVERSITY then, Patent/IP will be in the name of DDU GORAKHPUR UNIVERSITY as first owner/applicant. The work carried out by the students in ICAR-IIVR cannot be published anywhere without the knowledge of the concerned Supervisor/Co-Supervisor/ Guide/Co-Guide from both the parties.

Article 6. Admission and Fees

6.1 Any interested bonafide Ph.D. scholars of second party, if interested in conducting his/her research work or want a short training at first party, must apply through proper channel as described by second party. The Director/ Competent authority of first party upon request from competent authority of second party will allot External Supervisor/Co-Supervisor/Guide/Co-Guide/ contact scientist for the same.

6.2 Similarly, any faculty member or trainee or student from first party wishing to join second party for short training or part of their thesis work must apply through proper channel as described by first party. The Director Research/Dean PG nominee of second party will allocate Co-advisor/Guide/Co-Guide/ contact scientist for the same.

6.3 Admission of the students and the award of degrees for different programmes will be the responsibility of the second party as per the rules and regulations.

6.4 Allotment of the External Guide/ Co-Guides/ External Co-Supervisor from First party for Ph.D. research/training will be done by the approval of Director/competent authority of the First party.

6.5 Allotment of the Guides/Co-Guide/ Supervisor from Second party for Ph.D. research /training will be done by the approval of Director Research/ Dean PG Studies/ Dean of the Second party.



(Signature of First Party)



(Signature of Second Party)

6.6 The First party would have the right to screen the applicants' eligibility based on their academic and research standards.

6.7 The Second party would have the right to screen the applicants' eligibility for admission based on their academic and research standards.

6.8 The number of faculty and student(s) at any particular time will be subject to the availability of research facilities and scientists' time to guide research at respective institutions.

6.9. 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.

6.10 Any faculty or student admitted to the First party for training/postgraduate 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 they compensate the losses to the First party.

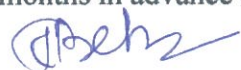
6.11 Any scientist or research scholar admitted to the Second party for training/research, if found violating the rules and regulations laid down by the Second party or indulge in such activities that amount to tarnishing the image of the Institute, or cause damage to the property, the registration of such student(s) would be summarily terminated. The First party will not complete the formalities of issuing the certificates to such scientist/ research scholar until they compensate the losses to the Second party.

6.12 Fees will be charged as described by the ICAR from the faculty or students of second party by the first party to undertake training or to conduct research for their degree programmes/as trainees at first party.

6.13 Fees will be charged as described by the DDU GORAKHPUR UNIVERSITY from the faculty or students of first party by the second party to undertake training or to conduct research for their degree programmes as trainees at second 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 five years extendable up to ten years. Both parties shall review the status of the MoU at the end of each five years' period to determine any modification, whenever necessary. The period of validity of this MoU may be extended by mutual consent for up to ten years from the date of signing of the MoU. 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 three months in advance from the effective date of termination.



(Signature of First Party)



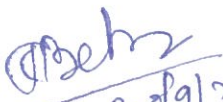
(Signature of Second Party)


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.

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


30/9/2023
Dr. T. K. Behera,
Director
ICAR-Indian Institute of Vegetable Research,
Varanasi-221305, U.P.


30/9/2023
Prof. Poonam Tandon
Vice – Chancellor
DDU Gorakhpur University Gorakhpur
Civil Lines, 274409, U.P.

(Name and Address of the First Party)

(Name and Address of the Second Party)

Signature with Seal


Signature with Seal

Witness 1

30.09.2023

Witness 1

30-9-23

Witness 2

30/9/23

Witness 2

30/9/23