

उत्तर प्रदेश UTTAR PRADESH

EX 105145

**Memorandum of Understanding
Between**

**ICAR- National Institute for Plant Biotechnology (NICPB), New Delhi
and
GLA University, Mathura, UP
for**

**Promotion of inter-institutional research collaboration, staff and
Students' Training/Postgraduate Research**

This Memorandum of Understanding (hereinafter referred to as MoU) is made on this 30 day of the month of July..... in the year 2027 by and between the **ICAR- National Institute for Plant Biotechnology (NICPB)**, having its head office at **New Delhi** [hereinafter called NICPB/First party], a constituent Research Institution of the Indian Council of Agricultural Research, Krishi Bhavan, New Delhi-110001 on the ONE PART and the **GLA University, Mathura** having its headquarters at **Mathura** [hereinafter called Second party] on the OTHER PART (who for the purpose of this MoU are hereinafter collectively referred to as the parties).

The parties, having discussed fields of common research interests and allied activities between the two institutions, have decided to enter into long-term collaboration for promotion of inter-institutional research, staff and students' training and postgraduate research in cutting edge areas in accordance with the provisions contained in the Guidelines issued vide Letter No. 2-8/2012- HRD dated 25 April 2014 or as revised from time to time.

WHEREAS the "First Party" is working in management and research on plant Biotechnology for improving its variety by using the modern genetic engineering technology. Dedicated to work on crop improvement for production of plant based biotech products.

AND WHEREAS the "Second Party", established vide Act No 21 of 2010 of Govt. of Uttar Pradesh and recognized (under section 2F) by UGC vide its letter number- F.No. 8-20/2010(ccp-1/PU Dated November 2010 at its Department of Biotechnology is involved in high quality of research in niche areas like biotechnology, microbiology, immunology, virology and molecular biology.

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.

(Signature of First Party)

(Signature of Second Party)

Article 1. Scope

- 1.1 The objective of MoU is promotion of inter-institutional research collaboration, staff and students' training and postgraduate research in cutting edge areas by facilitating scientists, staff and students to seek specialized guidance and facilities of both the Institutes.
- 1.2 The Second party will recognize the First party as an Institute for conducting research related to the thesis requirement of the research students for **Master's (MSc, MVSc) and Doctorate (PhD)** 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.
- 1.3 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. The objective(s) for research work for a student coming from a Second party outside NARS should be exclusively different as far as possible.
- 1.4 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. However, the costs of specific consumables will be borne by the respective organizations.
- 1.5 There shall be an exchange of staff and 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 of the First party and the Vice-Chancellor/Head of the Institution 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. An advisory committee may be constituted for this purpose with the members from both the parties.
- 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 for any and all purposes with mutual consent.

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 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 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 25 April 2014 or revised guidelines, if any, as may be issued from time to time.
- 4.5 The student would invariably be the senior author for the publications arising out of the research work conducted at the AU/DU/Institutes, followed by Major Guide/Advisor and Co-Major Advisor/Co-Guide in that order. The names of corresponding author/additional co-authors, depending upon their contribution in the research work, may be decided by mutual consent between the student and Major Guide/Advisor.
- 4.6 The partnering institutions may ensure that the student submits at least one paper from Master's thesis and two papers from Ph.D. thesis before thesis submission in order to prevent students leaving the institute(s) without any research publication from the thesis.
- 4.7 A copy of the thesis/dissertation will be submitted to the First Party after the award of the degree by the Second party.
- 4.8 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.
- 4.9 All questions not foreseen related to this MoU will be handled by the parties by mutual agreement.



- 4.10 Nothing in this MoU is intended to affect other cooperation or collaborations between the parties.
- 4.11 The ICAR scientists pursuing their PhD degrees after completing their PhD course work at ICAR-DUs may be allowed to do their research work at the institute where they are posted, in view of shortage of scientists/faculty.
- 4.12 The objective(s) for research work for a student coming from such an institution should be exclusively different as far as possible.
- 4.13 RAs/SRFs, who have completed their course work and are working under different research projects in an Institute may be permitted to join a degree programme only with a University recognized by UGC/ICAR-AU system with bilateral MOU on IPR issues. However, PI of the project with the approval of Director may have to issue a certificate that the regular research work of the project will not be hampered on account of joining of RA/SRF for the degree programme. The RA/SRF will not avail leave for completing the research work for the degree.
- 4.14 The partnering institute(s) would be expected to make reasonable contribution in the form of intellectual input to the student's research problem and may not merely serve as a source of providing samples/facilities for the study.
- 4.15 The efforts will be made for conservation of animal cultures (bacteria, viruses or fungi) isolated in the study by deposition to the National Centre for Veterinary Type Cultures.

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.

The IPRs shall rest with the institution where the major part of the research work was carried out by the student. In the event of equal amount of work being carried out at both the AU/DU and ICAR Institute, patents/protections/knowledge generated will be shared in proportion as per the 'ICAR Guidelines for Intellectual Property Management and Technology Transfer/Commercialization' as amended from time to time.



Article 6. Admission and Fees

- 6.1 All those who wish to register as trainees 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 provision laid outline item 3.2.1A and 3.2.2A of the guidelines for the students to conduct research for their degree programmes 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 programmes 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 HRD 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/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.
- 6.8 Fee will be charged from the students by the first party as guidelines for the students to conduct research for the degree programmes as trainees at ICAR institution 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. No fee will be charged by the first party from the students registered with AU/DU within NARS. However students registered with second party outside NARS will deposit fee Rs 10,000 for training duration 3 months(not leading to a degree and dissertation) and Rs. 30,000 per semester(six monts) for training

dissertation/degree exceeding three months. Any change in fee structure by ICAR will be applicable from the date of revision and shall be charged by 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 five years extendable up to another five years. Both parties shall review the status of the MoU at the end of every two year 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.



(Signature of First Party)



(Signature of Second Party)

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 terms contained herein.

(Name and Address of the First Party)

(Name and Address of the Second Party)


Director
ICAR-National Institute for Plant
Biotechnology
Pusa Campus, New Delhi, 110012


Mr. Ashok Kumar Singh Director
Registrar
GLA University, Mathura, U.P. 281406
Tel No. 05662-250900 (extn. 906)

Date:

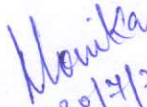
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Date

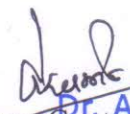

Dr. Nagendra Kumar Singh
National Professor, B.P. Pal Chair
Director
ICAR-National Institute for Plant Biotechnology
Signature with Seal Lal Bahadur Shastri Centre
Pusa Campus, New Delhi-110012, India


Ashok Kumar Singh
Registrar
GLA University, Mathura (U.P.)
Signature with Seal


Witness 1


30/7/2020
(MONIKA DALAL)


Witness 1


Prof. Anoop Kumar Gupta Director
Director IAH, Institute of Applied Sciences
GLA University Mathura & Humanities
GLA University, Mathura (U.P.)

Witness 2


30/7/2020
(ROHINI SREEVATHSA)

Witness 2


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