



MEMORANDUM OF UNDERSTANDING

BETWEEN

GLA University, Mathura

AND

ICAR –National dairy Research Institute, Karnal

This Memorandum of Understanding (MoU) is being signed on the 13th Day
of Sept......the year 2021 (effective date) between

The GLA University established under U.P.State Legislative Act of 2009 (UP Act 21 of 2010) and ranked among the top Universities of Uttar Pradesh and India and has been accredited by the National Assessment and Accreditation Council (NAAC) with 'A' Grade. having its campus at NH-2, Mathura-Delhi Road P.O. Chaumuhan, Mathura, Uttar Pradesh 281406. (Hereinafter referred to as "GLAU")

And

The Second Party Name ICAR –National dairy Research Institute, having its office at the Karnal, Haryana (India) which expression shall unless repugnant to the context of meaning thereof include its successors and permitted assignees).

Whereas GLA University is offering a wide range of Graduate, Post-Graduate and Doctorate program, GLA University is approved and recognized by University Grants Commission (UGC), NCTE and Pharmacy Council of India.

Whereas ICAR- NDRI as country's premier Dairy Research institution has developed considerable expertise over the last five decades in different areas of Dairy Production, Processing, Management and Human Resource Development. Information generated at the Institute and the services offered have contributed to the growth of Dairy Industry as a whole and well-being of millions of milk producers and consumers of milk and milk products

Both the Parties agree to work in the area of Animal Biotechnology, Milk Microbiology, Dairy technology and undertake that specific areas under the MoU may be proposed, formulated and

Both the Parties agree to work in the area of Animal Biotechnology, Milk Microbiology, Dairy technology and undertake that specific areas under the MoU may be proposed, formulated and agreed upon by them for the implementation of this MoU and for the said areas; GLA University and/or ICAR-NDRI assigned shall consider the same as part of this MoU.

The two institutions will endeavor to cooperate as follows:

1. OBJECTIVES

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, 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.

2. ROLE & RESPONSIBILITY OF EACH PARTY

2.1 Vice-Chancellor/Head of the Institution of the First party and the Director of 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.

3. FINANCIAL ARRANGEMENT

The financial arrangement for the co-operative activities undertaken within the framework of this MoU shall be mutually agreed upon by both the Parties on a case-to-case basis, subject to the availability of funds and resources.

4. REPRESENTATION AND WARRANTY

Each Party to this MoU represent that the execution and performance of this MoU is not contrary to any rule, law, statute, internal policy, or any other such order or rule by which such Party is bound.

5. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS/ OWNERSHIP

Each party will protect, its territory, intellectual property rights of the other party in force in their respective countries. All copyrights, design rights, rights relating to computer software or intellectual property rights of the documents produced in support of any activity under this MoU shall remain with the Party owning it.

Ownership of any intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed during the course of this MoU shall be decided through a separate project specific agreement.

6. CONFIDENTIALITY

- a. Confidential information includes all communication of information disclosed in documentary or tangible form between the Parties, including oral, written and machine-readable form, pertaining to the above which is indicated as confidential. In the case of such information disclosed orally or visually, the Disclosing Party shall confirm in writing the fact and general nature of each disclosure within (30) days after it is made.
- b. Confidential information includes information:
 1. Discloses by or on behalf of the Disclosing Party to the Receiving Party,
 2. Otherwise learned or ascertained by the Receiving party from inspection and/or evaluation of sample(s) identified by the Disclosing party as confidential and provided to the Receiving party by or on behalf of the Disclosing Party (sample(s)) and/or,
 3. Otherwise learned or ascertained by the Receiving Party from the Disclosing Party.
- c. The Receiving Party will not disclose confidential information of the Disclosing Party to any other person and use at least the same degree of care to maintain the Information confidential as receiving party uses in maintaining as confidential its own confidential Information, but always at least a reasonable degree of care; due diligence will be taken by both the parties in maintenance of confidential information.

- d. The Receiving Party will use the confidential information only for the above mentioned purpose.
- e. The Receiving Party, will restrict disclosure of the confidential information of the Disclosing Party solely to those employees, subsidiaries, parent and affiliated companies of Receiving Party having a need to know such Information in order to accomplish the purpose stated above.
- f. This MoU imposes no obligation on Receiving Party with respect to any portion of the confidential information received from Disclosing Party which:
 - i. Was known to Receiving Party prior to disclosure by Disclosing Party,
 - ii. Is lawful obtained by Receiving Party from a third party under no obligation of confidentiality,
 - iii. Is or becomes generally known or publicly available other than by unauthorized disclosure, is independently developed by Receiving Party,
 - iv. Is disclosed by Disclosing Party to a third party without a duty of confidentiality on the third party.
 - v. Is required by law or decree.
- g. The confidential information shall remain the sole property of the Disclosing Party.
- h. The obligation of non-disclosure of confidential information shall survive for 3 years after expiry/termination of this MoU.

7. **SUSPENSION**

Each party reserves the rights for reasons of national security, national interest, public order or public health to suspend temporarily either in whole or in part the implementation of this MoU. The suspension shall take effect immediately after written notification has been given to the other party through diplomatic channels.

8. **REVISION, MODIFICATION AND AMENDMENT**

Either Party may request in writing a revision, modification or amendment of all or any part of this MoU. Any revision, modification or amendment agreed to by the parties shall be reflected in writing and shall form part of this MoU. Such revision, modification or amendment shall come into force on such date as may be determined by parties.

9. **SETTLEMENT OF DISPUTES**

The MoU is not intended to create any legal obligations between the Parties. Any difference or dispute between the Parties concerning the interpretation and/ or implementation and / or applicable to any of the provisions of this MoU shall be settled amicably through mutual

consultation and / or negotiation between the Parties, without reference to any third party or international tribunal.

The MoU shall be governed and constructed in accordance with the Laws of India. The parties agree to submit to the exclusive jurisdiction of Mathura Court in India in connection with any dispute between the Parties under the MoU.

In case any disputes arise in implementing the MoU, these shall be resolved by mutual consultation.

10. EFFECTIVE DATE, DURATION AND TERMINATION

The MoU shall commence from the Effective Date and shall continue for a period of 5 years from the Effective Date (hereafter referred to as "Term"). Thereafter, both parties shall review the status of this co-operation and may extend the Term on such terms as mutually agreed upon.

Notwithstanding the 10 paragraph 1 above, either party may terminate this MoU by notifying the other Party in writing at least Six (6) months in advance of such termination.

10.1 Unless otherwise agreed upon by the Parties, the termination of this MoU shall not affect the implementation of on-going activities and/or programmes, which have been agreed upon before the date of the termination of the MoU.

11. SINGLE POINT OF CONTACT (SPOC)

Each party shall designate a person or office to serve as liaison for implementing this MoU. The liaison/ SPOC may change from time to time upon notice given to the other party in writing pursuant to this MoU. For the Second Party SPOC Name Dr. Dheer Singh, Designation Joint Director (R&D) Email ID J.dr.nda@icar.gov.in Contact Number 2252637 And For GLA University, the initial liaison/Single Point of Contact(SPOC) will be Dr. Pradeep Kumar Choudhary Department of Biotechnology, Email I.D pradeep.choudhary@gla.ac.in, Contact Number 9012423746, GLA University, Mathura-Delhi Road, Chaumuhan, Mathura, Uttar Pradesh 281406, India.

12. INDEMNIFICATION

Both the parties shall indemnify and keep the other party indemnified and harmless against any and all claims, actions, proceedings by third party (including all costs, expenses, damages/ losses) arising out of or in connection with this MoU due to breach of any provisions of this agreement Memorandum of Understanding by such party or as a result of any act of negligence/omission or commission on part of such party and /or its employees, agents etc.

13. FORCE MAJEURE



13.1 Neither party hereto shall be liable for any failure to perform its obligations hereunder to the extent that performance has been delayed, hindered or prevented by any circumstances beyond the reasonable control of that party, including without prejudice to the generality of the foregoing, any act of God, war, riot, civil commotion, strike, lock-out or other form of industrial action or any form of government or supernatural authority intervention.

13.2 The affected party to be able to avail of this clause will be obliged to inform the other party of:

- (a) The occurrence of any such event of force majeure; and
- (b) Resume its responsibilities on the cessation of such force majeure event.

14. MISCELLANEOUS

14.1 Neither party shall use or publicize the MoU in such a manner as to cause any disrepute to the other party and shall not make any statement relevant to this MoU which may reasonably be considered to be misleading.

14.2 If any doubt arises as to the interpretation of the provisions of this Agreement or as to matters not provided therein, the parties to this Agreement shall consult with each other for each instance and resolve such doubts in good faith.

14.3 In case of dispute or difference arising out of or in connection with this MoU, the same shall be settled through mutual discussions between GLA University and ICAR-NDRI, Karnal.

IN WITNESS WHEREOF the parties hereto have signed & executed this memorandum in presence of each other and in presence of attesting witnesses.

For and on behalf of GLA University

For and on behalf of ICAR-NDRI, Karnal

Signature

Name : Mr Ashok Kumar Singh

Designation: Registrar

Date

Witness 1:

Witness 2:



Ashok Kumar Singh
Registrar
GLA University,
17 Km Stone NH-2, Mathura-Delhi Road
P.O. Chaumuhan, Mathura-281406 (UP), India

Dr. A. K. Gupta
Director
Institute of Applied Sciences
& Humanities
GLA University, Mathura (U.P.)

Dr. S.V. Singh
Professor & Head, Dept. of Biotechnology
GLA University, Mathura (U.P.), INDIA

Signature

Name: Joint Director

Designation: Director, NDRI, Karnal

Date

Witness 1:

Witness 2:



Joint Director (अनु.)
Joint Director (Res)
रजि. डी० अनु० सं०, कर्नाल
N.D.R.I., KARNAL

O. Suneel Kumar

Dr. Suneel Kumar Onteru
Principal Scientist
Animal Biochemistry Division
NDRI, Karnal

Dr. VIKAS VOHRA
Principal Scientist
ICAR-National Dairy Research Institute
KARNAL-132001 (Haryana)