

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE  
HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

EM 679984



GLA UNIVERSITY



INDIAN INSTITUTE OF SUGARCANE RESEARCH

MEMORANDUM OF COOPERATION  
BETWEEN

GLA UNIVERSITY, MATHURA (UTTAR PRADESH)

AND

INDIAN INSTITUTE OF SUGARCANE RESEARCH, LUCKNOW  
(A UNIT OF INDIAN COUNCIL OF AGRICULTURAL RESEARCH, NEW DELHI)

FOR

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

This Memorandum of Understanding (MOU) is entered upon between **GLA University**, having its campus at NH-2, Mathura-Delhi Road, Post office Chaumhan - 281406, Distt. Mathura, Uttar Pradesh, duly represented by **Mr. Ashok Kumar Singh, registrar, GLA University** as the first party, which includes its successor and assigns,

and

**Indian Institute of Sugarcane Research (IISR)**, Lucknow, having its office at Indian Institute of Sugarcane Research, Raibareli Road, P.O. Dilkusha, Lucknow - 226 002. ICAR-IISR, Lucknow was established in 1952 by the erstwhile Indian Central Sugarcane Committee for conducting research on fundamental and applied aspects of sugarcane culture as well as to coordinate the research work done on this crop in different states of the country. The Government of India took over the Institute from the Indian Central Sugarcane Committee on 1st January,

*Ashok Kumar Singh*

1351

क्रमांक

दिनांक

23 FEB 2019

राज्य प्रयोजन

भराशि रु. ₹100

GLA प्रतिनिधि

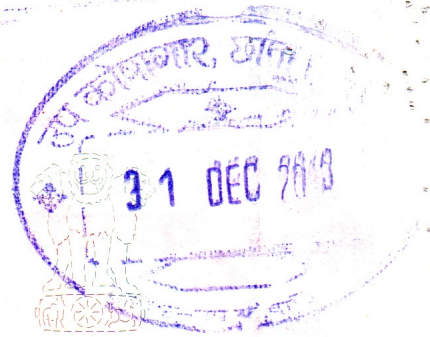
सं. सु. घ. सं. 689

वेता का नाम व पता

*(Handwritten signature)*

पुराणवद कार्यालय, सी. नं. 10

जयपुर विवेका सार्व (मथुरा)



EM 079984

*(Faint, illegible text, likely bleed-through from the reverse side of the page)*

*(Faint handwritten text at the bottom of the page)*

1954. It was transferred to the Indian Council of Agricultural Research (ICAR), New Delhi on April 1, 1969. The Institute is located in Lucknow, the capital city of Uttar Pradesh and conveniently situated at about 12 kms from CCS Amausi Airport and about 5 kms each from Lucknow Railway Station and Alambagh Bus Station. The mandate of the Institute approved by the ICAR is as follows:

1. *To conduct basic and applied research on all aspects of production and protection techniques of sugarcane and other sugar crops particularly sugar beet for different agro climatic zones of the country.*
2. *To work on the breeding of varieties for subtropical region in close collaboration with Sugarcane Breeding Institute, Coimbatore.*
3. *To carry out research for diversification and value addition in sugarcane.*
4. *To develop linkages with State Agricultural Universities, Research Centres and other organizations for collaborative research, exchange of information and material, and*
5. *To provide training, and consultancy to end users at regional, national and international levels.*

IISR is represented herein by **Dr. A.D. Pathak, Director** (hereinafter referred to as "IISR" which expression shall unless repugnant to the context means and include its successors and assigns of the second party.

Whereas the first party is an autonomous body & GLA University, Mathura ( established vide F.No. 8-20/2010(cpp-1/PU Dated 16November 2010) by Govt. of Uttar Pradesh vide Act No. 21 of 2010 and recognized ( under section 2F) by University Grant Commission .The mission of the university as follows :

- *To impart quality professional education, to conduct commendable research and to provide credible consultancy and extension services as per current and emerging socio-economic needs.*
- *To continuously enhance and enrich the teaching/learning process and set such standards, education and otherwise, that other institutes would want to emulate.*
- *To be totally student-centric, thus promoting the overall growth and development of intellect and personality of our prime stakeholders, namely students, so that our alumni are worthy citizens and highly sought-after professionals worldwide.*
- *To empower the members of faculty and staff so that the university's ambience is one of harmony, mutual respect, cooperative endeavour and receptivity towards positive ideas.*
- *To proactively seek regular feedback from all the stakeholders and take appropriate measures based on them thus leading to excellent learning process.*
- *To provide an empowering learning experience in established and emerging professions and capacity-building for leadership, entrepreneurship and innovation.*

The GLA University and IISR Lucknow have decided to collaborate for various academic activities.

### **1. RESPONSIBILITIES OF THE IISR, LUCKNOW**

The IISR (Indian Institute of Sugarcane Research, Lucknow) will facilitate the following:

- i. Graduate and Post graduate/Ph.D students registering with the University will be allowed to carry out their research project pertaining to sugarcane and other sugar crops at IISR, Lucknow as per the requirements and approved plan of work.
- ii. That the students registered with the University shall be allowed to undergo training programme of specified duration with approval of both institution and on payment of prescribed charges as specified by ICAR/ICAR-IISR, Lucknow.





- iii. That the number of such students will be based on ICAR-IISR research agenda and availability of ICAR-IISR scientist's time to guide the students.
- iv. That the approved ICAR-IISR scientist will provide the research supervision at the ICAR-IISR, Lucknow. However the course requirements for M.Sc. /Ph.D programme will be completed at University itself.
- v. That the ICAR-IISR, Lucknow will also facilitate mutually agreed Ph.D. research/thesis work at the Institute and may also provide field and laboratory facilities on request basis and payment of charges prescribed as per ICAR norms for such facilities. ICAR-IISR, shall provide facilities for research projects on mutual areas of interest.
- vi. That the periodic training (summer or winter) as required for the fulfillment of course work under different programmes of the University may be carried out at the Institute at prescribed charges by the Institute from time to time.
- vii. That the research work undertaken under this MoU will be revised as per the research review system followed at ICAR-IISR, Lucknow.

## 2. RESPONSIBILITIES OF THE GLA UNIVERSITY

GLA University will facilitate the following:

- (i) The University shall recognize the IISR, Lucknow as a resource centre for the training programmes of the University.
- (ii) The scientists/ officers of the Institute on their individual merit and in accordance with the University rules and regulations shall be recognized as Co-guide for guiding research.
- (iii) University will invite IISR scientists/ experts to deliver guest lecturers as per requirement in various agriculture courses. However, TA and DA may be shared by University/IISR. Suitable honorarium may also be given to concerned scientist as per University rules.

## 3. Both Institute & the University

- (i) That ICAR-IISR scientist recognized by the University and the research scholars who would work at ICAR-IISR for PG/Thesis research shall be governed by relevant rules and regulations of both ICAR and University respectively.
- (ii) That the research project to be undertaken by the student shall be decided through mutual consultation between the student, university and ICAR-IISR, Lucknow.
- (iii) That the periodical meetings of the students with supervisors will be held at the GLA University.
- (iv) The research scholars will follow all PhD regulation of GLA university like they have to come for six monthly research review by the panel to be held at GLA university, They also have to follow other norms related course work, publication etc. as per PhD ordinance.
- (v) That a copy of thesis shall be deposited at both the university and ICAR-IISR, Lucknow after the award of the degree. The contribution of ICAR-IISR, Lucknow must be duly recognized in the manuscripts of the thesis.

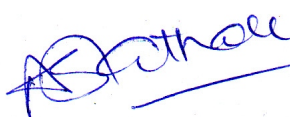
3  
Barthou

Pring

- (vi) That it is agreed that all outcomes of the ICAR-IISR, Lucknow/ University, pertaining to joint research activities, including all intellectual property rights (IPR), shall be jointly owned by both the parties. As such, they shall remain publicly accessible and shall be available to both the ICAR-IISR, Lucknow and University.
- (vii) That the faculty members/Scientist of IISR and University desire to undertake collaborative research in the discipline of science, technology and related areas.
- (viii) That the result/Benefits/IPRs from collaborative research such as improved technology, material, machinery, process designs and techniques, accruing or arising from this effort may be used by either or both the parties with due recognition of each party's contribution.
- (ix) That, the research findings as a result of this collaborative work will be published in the public interest after mutual agreement of both the parties. Any publication(s) resulting from the post graduate research work must be processed jointly by the scientist/supervisor at ICAR-IISR, Lucknow and faculty at University and explicitly recognize that work has been done at ICAR-IISR, Lucknow and University. The norms already existing for publishing student's research at University and that at ICAR-IISR, Lucknow shall be followed. Research findings published by either party will give due credit to other party's contribution, but the publishing party shall be entirely responsible for conclusions and interpretations reported.
- (x) That the Vice-Chancellor of the University and the Director, ICAR-IISR, Lucknow will be jointly responsible for working out the operational details of the agreement between the two organizations and ensure proper and effectively implementation of the MoU. During the study period at both the Institutes, the highest authority of the University/Institute will be the controlling authority and candidate shall be bound to get permission to leave the place of work from controlling authority.
- (xi) That the University and the ICAR-IISR, Lucknow may invite each other faculty members on special occasions (Seminars/Conferences/Workshops, etc.) to develop strong linkages.
- (xii) It is understand that the ICAR-IISR and GLA University subscribe to the principles of equal opportunity and do not discriminate on the basis of race, sex, age, caste and religion. Both the institutes shall abide by these principles in the administrator of this agreement and neither party shall impose criteria for exchange of scholars or students, which violate principles of nondiscrimination.

#### 4. EFFECTIVE TIME PERIOD

- a. This agreement will be in-effect from the date of signing this MoU by both the parties for five years and renewed further if mutually agreed. However, either part may terminate the agreement by written notification signed by the appropriate official of the institution initiating the notice. The confidentiality maintaining period will be of three years from the date of expiry of MoU.
- b. That such notice must be received by the other party six months prior to the effective termination date. However, obligations and commitments already contracted shall be honored and continued by both the parties until such commitments are over. These commitments under agreement may be amended/modified/deleted after mutual agreement by means of exchange of letters between the Institute and the University.
- c. That once approved by both the parties, such amendment shall also become a part of this Memorandum of Understanding (MoU).





## 5. ADMISSIONS AND FEES

- a. Admission of the students and the award of degrees for different programmes will be the responsibility of the GLA University as per the rules and regulations.
- b. Allotment of the students at the ICAR-IISR, Lucknow will be done by the approval of Director of the ICAR-IISR, Lucknow and Vice-Chancellor/Head of the Institutions of the GLA University.
- c. Fees will be charged by the ICAR-IISR, Lucknow will be charged as per the ICAR guidelines (Approved vide letter no. F.No. 2-8/2012/HRD dated 1/12/2012) students will deposit fee Rs. 20,000/- for training and research upto duration of 3 months and Rs. 30,000/- per semester (6 months) for training, research, dissertation. Any change in fee structure by ICAR/IISR will be applicable and should be followed by the institute.

## 6. INTELLECTUAL PROPERTY RIGHTS

Any IPR issue emanated from joint research under this MOU will be the joint property of the university and institute. IPR issue will be : patented as joint patent. Benefit emanated from commercialization from developed technology under this MOU will be shared between University and institute.

## 7. CONSEQUENCES OF EXPIRY OF TERM OR TERMINATION OF MOU

- a. Immediately on the expiry of the term or extended term(s) or termination of the MOU, the right of the both the parties to use the marks and logos of the each other shall stand totally withdrawn.
- b. Termination of this MOU shall be without prejudice to the rights and liabilities accrued of the Parties to the MOU at the date of termination, unless waived in writing by the mutual MOU of the Parties.

## 8. DISPUTES RESOLUTION & ARBITRATION

- a. If any dispute or difference of any kind whatsoever arises between the Parties in connection with the MOU including any question regarding its existence, validity or termination, the Parties shall seek to resolve any such dispute or difference by mutual consultation.
- b. If the Parties fail to resolve such dispute or difference by mutual consultation, then either Party may give to the other Party formal notice in writing that the dispute of difference exists, specifying its nature, the point(s) in issue and its intention to refer the dispute to arbitration.
- c. If the Parties fail to resolve such dispute or difference by further consultation within a period of thirty (30) days from the date upon which such notice of dispute has been given, the dispute or difference shall be referred to and finally settled by arbitration.
- d. That it is agreed between the parties that in such event the concerned dispute may be referred by either party to the sole Arbitrator to be appointed jointly by the Competent Authority, IISR and the Vice Chancellor of the University or any other person appointed by them.
- f. The award of the arbitrator(s) shall be final and binding on the Parties.





## 9. FORCE MAJEURE EVENT

Any failure or delay of a Party to perform any obligation under this MOU solely by reason of acts of God, government acts, riots, wars, strikes, lockouts or other causes beyond its control (a "Force Majeure Event") shall not be deemed to be a breach of this MOU provided, however, that the Party so prevented from complying shall continue to take all actions within its power to comply as fully as possible with the provisions of this MOU. Performance of this MOU shall resume as soon as practicable after such Force Majeure Event has come to an end or has ceased to exist.

Except where the nature of the Force Majeure Event shall prevent it from doing so, the Party prevented from performing its obligations due to such Force Majeure Event ("Affected Party") shall notify the other Party in writing within seven (7) days or earlier, if reasonable, after the occurrence of such Force Majeure Event of its occurrence and estimated duration. The Affected Party shall in every instance, to the extent it is capable of doing so, use its best efforts to remove or remedy the cause of such Force Majeure Event with all reasonable dispatch. Upon cessation of a Force Majeure Event, the Affected Party shall give prompt notice in writing to the other Party of such cessation.

## 10. MISCELLANEOUS

### (a) Amendments to this "MOU"

No amendments, changes, alterations or modifications to this MOU shall be effective unless in writing and signed by both the Parties and, if required, upon approval by the competent authorities of each Party.

### (b) Implementation and Observation of this MOU

Each Party undertakes to carry out this MOU in good faith and to respect the spirit as well as the letter of its provisions.

### (c) Non Waiver

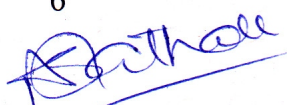
Failure of any Party hereto to insist upon the strict and punctual performance of any provision hereof shall not constitute waiver of, or estoppels against, asserting the right to require such performance, nor should a waiver or estoppels in one case constitute a waiver or estoppels with respect to a later breach whether of similar nature or otherwise.

### (d) Disclaimer of Agency

This MOU shall not be deemed to constitute any Party hereto the agent or partner of the other Party and nothing in this MOU or in the performance by the parties of their obligations/responsibilities shall be construed so as to create any partnership or association of persons.

### (e) Assignability

This MOU and each and every covenant, term and condition hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and legal assigns, but neither this MOU nor any rights or obligations hereunder shall be assignable directly or indirectly by any Party hereto without the prior written consent of the other Parties, provided





that before this MOU is so assigned the assignee, shall execute an MOU to be bound by this MOU in the same manner as the assignor.

**(f) Severability**

In the event that any of the provisions or portions of this MOU are held to be unenforceable or invalid by any duly constituted arbitral panel or Court of competent jurisdiction, the Parties shall negotiate an equitable adjustment in the provisions of this MOU with a view toward effecting the purpose of this MOU, and the validity and enforceability of the remaining provisions or portions shall not be affected thereby.

In witness, thereof, we sign this MOU on 12<sup>th</sup> March, 2019 at IISR Lucknow.

For the  
GLA University  
Mathura ( U.P.)

For the  
ICAR-Indian Institute of Sugarcane Research,  
Lucknow (U.P.)



**Mr. Ashok Kumar Singh,**  
**Registrar,**

**Dr. A.D. Pathak**  
**Director**

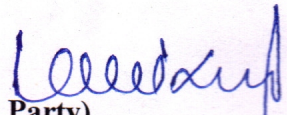
GLA University, Mathura  
Registrar

GLA University, Mathura (U.P.)

Tel. No. 05662-250900 (extn. 906)

Dated: 12-03-2019

(First Party)

  
(Second Party)

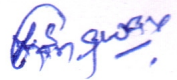
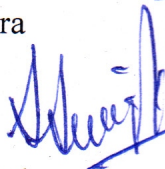
**Witnesses, designation and address**

1. Prof. Anoop Kumar Gupta  
Director IAH,  
GLA University Mathura

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

**Incharge BPD Cell**  
ICAR-Indian Institute of Sugarcane Research  
Lucknow-226002

2. Prof. Shoor Vir Singh  
Head  
Department of Biotechnology,  
GLA University Mathur

  
**Dr. L. S. GANGWAR**  
Principal Scientist (Ag. Econ.)  
ICAR-Indian Institute of Sugarcane Research  
Lucknow-226002

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