

MEMORANDUM OF UNDERSTANDING
BETWEEN
CCS HARYANA AGRICULTURAL UNIVERSITY,
HISAR



AND

ICAR -NATIONAL BUREAU OF FISH GENETIC
RESOURCES (NBFGR), LUCKNOW



Memorandum of Understanding
Between
CCS Haryana Agricultural University, Hisar
And
ICAR -National Bureau of Fish Genetic Resources (NBFGR), Lucknow
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 ___ day of the month of ___ in the year ___ by and between the **Chaudhary Charan Singh Haryana Agricultural University, Hisar** having its headquarters at Hisar on the One part and **ICAR -National Bureau of Fish Genetic Resources (NBFGR), Lucknow** of the Indian Council of Agricultural Research [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.

AND WHEREAS the "First Party", was Established by Parliament Act 16 of 1970 and is involved in the Teaching, Research and Extension in the area of agriculture and allied fields

WHEREAS the "Second Party" is affiliate of Indian Council of Agricultural Research mandated to conduct research in the areas of Fish Genetic Resource Management.

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.

Both the parties have decided to enter into this MoU and agree hereby as per articles given below:

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 First party will recognize the Second 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 CCS HAU 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 First 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 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 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 The Vice-Chancellor/Head of the Institution of the First party and Director 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 in CCS HAU or NBFGR with the mutual consent of both the parties 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. The financial liability for attending this meeting shall be on the parent institute of the scientist.

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 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 The First party will recognise the eligible scientists affiliated to Second party for assigning as Major Advisor (External). For the work allotted by the First party and only part of it is done at the second party, the Major Advisor will be from the university and Major Advisor (External) affiliated to Second party.
- 4.5 Any research publications arising will be jointly published in accordance with the provisions laid out in 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.
- 4.6 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 Major Advisor (External) 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.
- 4.7 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.
- 4.8 A copy of the thesis/dissertation will be submitted to the Second Party after the award of the degree by the First party.

- 4.9 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.
- 4.10 Both the parties may impart training to staff, students and technical personnel within the areas of cooperation.
- 4.11 Keeping in view the interest and objectives of both the institutes, CCS HAU and NBFGR may apply for joint project under extramural grant schemes.
- 4.12 All questions not foreseen related to this MoU will be handled by the parties by mutual agreement.
- 4.13 Nothing in this MoU is intended to affect other cooperation or collaborations between the parties.

Article 5. Intellectual Property Rights

- 5.1 The student will be expected to protect the Intellectual Property Rights generated or likely to be generated during his/her research work. The CCS HAU and NBFGR shall be the joint applicants for IPRs and the student and involved scientific staff shall be included as the inventor/breeder/author. The Intellectual property and benefits arising out of commercialization of technologies generated out of co-operation under this agreement shall be jointly shared by CCS HAU and NBFGR on mutual decision in each case.

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 First party. The criterion for allocation of Major Guide/Advisor will primarily be governed by the intellectual input and time duration devoted for carrying out the research work at a particular institution. It may be decided by mutual consent, keeping in view the MOU signed between partnering institutions.

Fee Structure: If a student registered with first party intends to carry out the research work at ICAR Institute, latter may not charge any fee from the registering institution/student, except the hostel accommodation charges, etc. However, if a student registers with First party after qualifying through competitive mode of ICAR's All India Entrance Examination for Admission to Master's/PhD and is awarded fellowship for pursuing Master's or Doctoral degree programme by any sponsoring institution [e.g. ICAR- JRF (PGS)/ICAR-SRF(PGS)/CSIR-UGC-JRF/CSIR-SRF], the contingency grant awarded to the student may be transferred to the institution where

major part of the research work would be carried out and regulated by provisions contained in the guidelines of sponsoring institution.

- 6.2 Admission of the students and the award of degrees for different programmes will be the responsibility of the First party as per the rules and regulations.
- 6.3 Allotment of the students at the Second party will be done by the approval of Director of the Second party and Vice-Chancellor/Head of the Institution of the First party.
- 6.4 The First party will 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/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 First party will not complete the formalities of issuing the certificates to such students until they compensate the losses to the 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. Both parties shall review the status of the MoU at the end of each three/five year period to determine any modification, whenever necessary. The period of validity of this MoU may be extended by mutual consent upto 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.

Article 8. Arbitration

8.1 The parties would act strictly according to the relevant provisions of law while implementing this MoU. In case of any dispute that may crop up during execution of MoU, the matter would be settled through arbitration by referring it to a committee appointed by the Vice-Chancellor, CCS HAU and the Director, NBFGR on mutual consent. The place of arbitration will be at Hisar.

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

Dr. M.S. Sidhpuria
Director, HRM

Date

20/12/19

Name and Address of the Second Party

Dr. Kuldeep Kumar Lal
Director

Date

09/12/2019

Witness 1

(S.K. Schraut)
Director of Research

Witness 2

Rachin
20/12/19

Witness 1

Witness 2

