

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CCS HARYANA AGRICULTURAL UNIVERSITY, HISAR**



**AND**

**GURU JAMBHESHWAR UNIVERSITY OF SCIENCE &  
TECHNOLOGY, HISAR**



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CCS HARYANA AGRICULTURAL UNIVERSITY HISAR, HARYANA, INDIA  
AND  
GURU JAMBHESHWAR UNIVERSITY OF SCIENCE & TECHNOLOGY,  
HISAR  
FOR  
PROMOTION OF INTER-INSTITUTIONAL RESEARCH COLLABORATION,  
STAFF AND STUDENTS' TRAINING / POSTGRADUATE RESEARCH**

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This Memorandum of Understanding (hereinafter referred to as MoU) is made on this.....day of the month of.....in the year 2021 by and between the **Guru Jambheshwar University of Science & Technology**, A State Government Funded "A" Grade NAAC Accredited University having its head quarters at Hisar[herein after called First party], on the ONE PART and The **Chaudhary Charan Singh Haryana Agricultural University** [State Government Funded Autonomous Institution having its head quarters at Hisar., [herein after called Second party] on the OTHER PART (who for the purpose of this MoU are hereinafter collectively referred to as the parties).

**Article1. PREAMBLE**

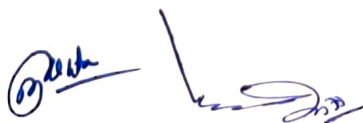
1.1 WHEREAS the "First Party", established on October 20, 1995 under Haryana State Legislative Act No. 17 of 1995 at Hisar, Haryana State of India to impart education on the frontiers of Technology, Pharmacy, Environmental Studies, Non-conventional Energy Sources, Mass Media and Management Studies and recognized by University Grants Commission under Section 2(f) for recognition of degrees on 11.1.1996 and under section 12(B) of the UGC Act to be eligible for central assistance on 7.2.1997,

1.2 WHEREAS the "Second Party" established on February 2, 1970 through a Presidential Ordinance, later ratified as Haryana and Punjab Agricultural Universities Act, 1970, passed by the Lok Sabha on March 29, 1970, is a leader in agricultural research in India and contributed significantly to Green Revolution and White Revolution in India

1.3 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.

**Article2. Scope**

2.1 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.



2.2 The First party will recognize the Second party as an academic and research centre at par with the academic department of first party and faculty of second party at par with faculty of first party for academic and research work and vice versa

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

2.4 Both the collaborating universities will provide opportunity to PG students to conduct research in their laboratories. Time spent at CCSHAU/GJU&T, Hisar by the Ph.D. students shall be counted for the purpose of determining residential requirement of GJU&T/CCSHAU, Hisar. CCSHAU students will be required to nominate a faculty member of GJU&T, Hisar as Co-Major Advisor and GJU&T students will be required to nominate a faculty member of CCSHAU as Co-Supervisor. In addition, they will be required to complete Ph.D. course work/Pre-Ph. D prescribed by CCSHAU/GJU&T, Hisar.

2.5 The student shall be required to submit 'No Dues Certificate' from the Co-Major Advisor/Co-Supervisor before the University allows submission of thesis.

2.6 Research instrumentation facility available with the First party and the Second party will be made available to the faculty and research scholars with the approval of the Head of concerned department. However, the costs of specific consumables will be borne by the respective organizations.

2.7 Library facility available with the First party and the Second party will be made available to the faculty, staff and student with the approval of the librarian of concerned party.

2.8 Both the parties shall allow the library and other facilities to be used by faculty of collaborating university for academic activities by following University rules

### **Article 3. Management**

3.1 Vice-Chancellor/Head of the Institution of both the parties will be responsible to workout 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.

3.2 The Advisory Committee will meet at least once in two years alternatively in the institutions of the First and 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 4. Exchange of Information**

4.1. 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.

4.2. 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 5. General Provisions**

5.1 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.

5.2 Both parties understand that all financial agreements will have to be negotiated separately and will depend on the availability of funds.

5.3 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.

5.4 Any research publications arising will be jointly published in accordance with the provisions of the First party and the Second party.

5.5 The student would invariably be the first author for the publications arising out of the research work conducted at any of the party. 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, Major Advisor and Co-Major Advisor.

5.6 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.

5.7 Certificate in the thesis will be signed by both Major and Co-Major Advisor. A copy of the thesis/ dissertation will be submitted to the First Party after the award of the degree by the Second party and vice versa.

5.8 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.



5.9 All questions not foreseen related to this MoU will be handled by the parties by mutual agreement.

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

## **Article6. Intellectual Property Rights**

Each Party will ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to this MoU, consistent with their respective laws, rules and regulations. In case research is carried out solely and separately by one Party or the research results are obtained through the sole and separate effort of one Party, the Party concerned alone will apply for grant of IPR and once granted, the IPR will be solely owned by the concerned Party. In case of research results obtained through joint activities, the grant of intellectual property rights will be sought by both Parties and once granted these rights will be owned by the Parties according to inventive contribution. The Parties shall not assign any rights and obligations arising out of the IPR generated to inventions/activities carried out under the MoU to any third party without prior written consent of the other Party

## **Article7. Admission and training**

7.1 All those who wish to register as trainees or research/dissertation in partial fulfillment of Master/Doctoral programme under this MoU must submit application to the First party or the Second party as the case may be. The criterion for allocation of Co-Major Advisor will primarily be governed by the respective party.

7.2 Admission of the students and the award of degrees for different programs will be the responsibility of the both the parties as per the rules and regulations.

7.3 The number of student(s) at any particular time will be subjected to the availability of research facilities and faculty's time to guide thesis research at the respective university.

7.4 Any student(s) admitted to any of the parties for training/postgraduate/ doctoral research, if found violating the rules and regulations laid down in this agreement or indulge in such activities that amount to tarnishing the image of the university, or cause damage to the property, the registration of such student(s) would be summarily terminated. None of the party will complete the formalities of issuing the certificates to such students until they compensate the losses to the respective party.

## **Article 8 Relationship between the Parties**

8.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent entities, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any

representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

**8.2 Settlement of Disputes** - The parties shall first use reasonable endeavors to amicably settle disputes arising out of or in connection with this MOU. Where a dispute has not been amicably resolved the parties shall enter into structured negotiation with the assistance of a mediator acceptable to both the parties.

When mediation fails the parties shall settle the dispute through arbitration, such arbitration shall be conducted under the amended rules of Arbitration and Conciliation Act as amended up to date. The award of arbitration shall be final and binding upon both the parties. The venue of arbitration shall be at Hisar and the arbitration proceeding shall be governed by the amended Arbitration and Conciliation Act as amended up to date. The high Court of Punjab and Haryana Chandigarh and the court subordinate to it in Haryana shall have exclusive jurisdiction concerning this MOU including any matter arising out of the arbitration proceeding or any award therein.

**8.3 Force Majeure** - Either party shall promptly notify the other party, in writing, of any situation or event arising from circumstances beyond their control, which they could not have reasonably foreseen, and which make the performance of all or any part of the parties' obligation under the contract impossible. Upon notification of the occurrence of such a situation or even, the performance of this contract shall be deemed to be postponed for a period of time equivalent to that caused by the Force Majeure and reasonable period not exceeding one week thereafter shall be allowed for remobilization to continue the performance of the contract.

**8.4 Implementation** – All laws, rules and regulations issued by the parties shall be strictly observed at all times.

### **Clause 9 Entry into effect, Modification and Termination**

9.1 This MoU shall become effective on the date it is signed by the parties. Both parties shall review the status of the MoU at the end of every two-year period to determine any modification, whenever necessary. The MoU may be terminated with immediate effect

by mutual agreement between the parties or by either party giving the other not less than 'three months' notice in writing.

9.2 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.

9.3 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

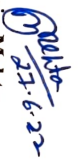

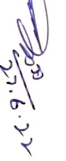



effective from the date on which they are made/executed, unless otherwise agreed to.

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 on \_\_\_\_\_ and \_\_\_\_\_

Represent that they approve, accept and agree to terms contained herein

For and on behalf of First Party	For and on behalf of Second Party
<p> <b>Dr. Manju Mehta</b> Director, HRM Chaudhary Charan Singh Haryana Agricultural University, Hisar Date: Place: Hisar</p>	<p> <b>Prof. Avneesh Verma</b> Registrar Guru Jambheshwar University of Science &amp; Technology, Hisar Date: Place: Hisar</p>
<p>Witness 1  <b>Dr. Kamal Dutt Sharma</b> Dean, Postgraduate Studies Chaudhary Charan Singh Haryana Agricultural University, Hisar Date: Place: Hisar</p>	<p>Witness 1  <b>Prof. Vinod Chhokar</b> Dean, International Relations Guru Jambheshwar University of Science and Technology, Hisar Date: Place: Hisar</p>