# Umbrella Memorandum of Understanding

***Between***

***Indian Council of Agricultural Research, New Delhi***

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***And***

***Panjab University, Chandigarh***

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University/DU [Within NARS (AUs/ICAR DUs) or Outside NARS (Central/State Govt./Public Sector Funded Institutions/State Universities/Autonomous Bodies/Private Universities or Institutions)]

*for facilitating*

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 2019 by and between the *Indian Council of Agricultural Research* (Name of the ICAR Institute) having its Head Office at New Delhi [hereinafter called " 'National Bureau of Plant Genetic Resources' (NBPGR)"/First party], a constituent Research Institution of the Indian Council of Agricultural Research, Krishi Bhavan, New Delhi-110 001 on the ONE PART and the Panjab University [Name of the AU/ICAR-DU (Within NARS) or Central/State Govt./Public Sector Funded Institution/State University/ Autonomous Body/ Private University or Institution having its headquarters at Chandigarh [hereinafter called "Centre for Systems Biology and Bioinformatics"/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 students' training and quality postgraduate research in cutting edge areas in accordance with the provisions contained in the Guidelines issued *vide* Letter No. 2-8/2012- HRD dated 11th December, 2012 or as revised from time to time.

WHEREAS the "First Party" is involved in the studies on Bioinformatics (specific mandated domain within the approved disciplines/divisions), AND WHEREAS the "Second Party", established vide F. No **F.17/79/66-SR-(i), dated 1.11.1966** by **Govt. of India, Home Ministry** vide **Act No. VII of 1947** and recognized by University Grants Commission] at its **Department of Centre for Systems Biology and Bioinformatics** is involved in **Bioinformatics**,

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) 20.7.19

निदेशक
Director
राष्ट्रीय पादप आनुवंशिक संसाधन ब्यूरो
National Bureau of Plant Genetic Resources
पूसा कैम्पस, नई दिल्ली–12
Pusa Campus, New Delhi-12

(Signature of Second Party) 3/7/19

Registrar,
Panjab University
Chandigarh

**Article 1. Scope**

1.1 The Second party will recognize the First party as an Institute for conducting research related to the thesis requirement of the research students for Post Graduate in Post Graduate in Systems Biology and Bioinformatics (Name of the degree programme). 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.

1.2 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.

1.3 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.

1.4 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 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..

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.

**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 ofnon-discrimination.

20.7.19

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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 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 11th December, 2012 or revised guidelines, if any, as may be issued from time to time.

4.5 A copy of the thesis/dissertation will be submitted to the First Party after the award of the degree by the Second party.

4.6 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.

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

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

**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.

**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 provisions laid out in Items 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.

(Signature of First Party) 20.7.15

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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 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 Fees will be charged from the students by the First party as per Guidelines for the students to conduct research for their degree programmes as trainees at ICAR institutions *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 may be charged by the First party from the students registered with AU/DU within NARS. However a student registered with a Second party, outside NARS, will deposit fee of Rs. 10,000/- for training duration of 3 months (not leading to a degree/dissertation) and Rs. 30,000/- per semester (six months) for training, research, dissertation exceeding three months. Any change in fee structure by ICAR will be applicable from the date of revision and shall be charged by the Firstparty.

**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 three years extendable up to 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 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.

**Artile 8. Coordination**

8.1 . **Dean Research**, Panjab University, Chandigarh, Email: deanresearch@pu.ac.in and **Chairperson, Department of Centre for Systems Biology and Bioinformatics**, will act as Ex-officio from PU's side. Email: csbb2007@pu.ac.in

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(Signature of Second Party) 3/7/19

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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.

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| **(Indian Council of Agricultural Research)** | **(Panjab University)** 3/7/19 |
| **Name of the Director of the First Party** | **Professor Karamjeet Singh**<br>Registrar<br>Tel. No. 0172- 2541716 |
| Tel No. | |
| Date 20.7.2019 | Date Registrar, Panjab University, Chandigarh |
| **Signature with Seal** निदेशक Director राष्ट्रीय पादप आनुवंशिक संसाधन ब्यूरो National Bureau of Plant Genetic Resources पूसा कैम्पस, नई दिल्ली–12 Pusa Campus, New Delhi-12 | **Signature with Seal** |
| Witness 1 ..... 20/7/19 | Witness 1 ..... |
| Witness 2 ..... Dr Kavita Gupta Officer-in-Charge Priority-Setting Monitoring and Evaluation Cell ICAR - National Bureau Of Plant Genetic Resources New Delhi-110012 | Witness 2 ..... |