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Annexure to
Item 44

KURUKSHETRA UNIVERSITY KURUKSHETRA

(Established by the State Legislature Act XII of 1956)
(*A+* Grade NAAC Accredited)

Minutes of the meeting held on 16.07.2019 at 12:30 p.m. in the office of the Dean Academic Affairs to examine the MOU to be signed between Avantha Centre for Industrial Research & Development (ACIRD), Yamuna Nagar and Kurukshetra University, Kurukshetra.

Members Present:

1. Dean Academic Affairs(in the Chair)
2. Dean, Faculty of Life Science
3. Chairperson, Department of Microbiology
(Dean, Research & Development could not attend the meeting.)

At the outset Chairperson, Department of Microbiology apprised the Committee about the details of the MOU and discussed the same at length which is to be signed between Avantha Centre for Industrial Research & Development (ACIRD), Yamuna Nagar and Kurukshetra University, Kurukshetra.

Since this MOU is in the academic interest of the University, therefore, this MOU may be signed between Avantha Centre for Industrial Research & Development (ACIRD), Yamuna Nagar and Kurukshetra University, Kurukshetra.

After detailed deliberations the Committee unanimously resolved to recommend the MOU as at Annexure-I for approval by the higher authorities.

The Committee also resolved that the Chairperson, Department of Microbiology, KUK will be the Coordinator for the activities to be performed by them as per the MOU (Annexure-I).


Dean Academic Affairs


Dean, Faculty of Life Sciences


Chairperson,
Department of Microbiology

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From overleaf:-

Endst. No. ACS-1/19/MoU/ 21608-608 Dated: 15/10/19

Copy of the Minutes as over-leaf alongwith Draft MoU duly approved by the Vice-Chancellor in anticipation of approval of the Academic Council/Executive Council under Section 11(5) of K.U. Act & Statutes, 1986 is forwarded to the following for taking necessary action:-

1. Dean Academic Affairs, K.U.K.
2. Dean, Faculty of Life Sciences, K.U.K.
3. Chairperson, Dept. of Microbiology with a request to send a signed copy of MoU to the office for record.

Deepan Sharma
Assistant Registrar (Academic)
Sub 15/10/19

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MEMORANDUM OF UNDERSTANDING (MOU)

Between

KURUKSHETRA UNIVERSITY, KURUKSHETRA

And

**AVANTHA CENTRE FOR INDUSTRIAL RESEARCH & DEVELOPMENT (ACIRD),
YAMUNANAGAR**

The MoU is made on the 06th of December month in the year 2019, at Kurukshetra, Haryana, between Kurukshetra University, Kurukshetra (hereinafter referred as "Kurukshetra University or KUK") and include his/her successor in office, legal representative, nominee and assignee as the **First Party**.

AND

AVANTHA CENTRE FOR INDUSTRIAL RESEARCH & DEVELOPMENT (ACIRD), YAMUNANAGAR (hereinafter referred as "AVANTHA") and include his/her successor in office, legal representative, nominee and assignee as the **Second Party**.

1. GENERAL PROVISIONS

RELATION BETWEEN THE PARTIES

Nothing contained herein shall be construed as establishing the relation of purchaser and seller as between the first and second party. The second party, subject to this MOU, shall have complete charge of personnel implementing the Project and shall be fully responsible for the task completed by them.

GOVERNING LAW AND JURISDICTION

This MOU, its meaning and interpretation, and the relation between the parties shall be governed by the laws applicable in India and they only shall have exclusive jurisdiction over matters relating to or arising from this MOU.

LANGUAGE

The MOU has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning of interpretation of this MOU.

AUTHORISED REPRESENTATIVES

Any action required or permitted to be taken and any document required or permitted to be executed under this MOU may be taken or executed

(a) On behalf of the first party, by the Vice-Chancellor, Kurukshetra University, or his/her designated representative.

(b) On behalf of the second party, by the Director, AVANTHA, or his/her designated representatives.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF THIS PROJECT

This MOU shall come into force from the date of signing, or other earlier date that is mutually agreed by the two parties.

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Modification of the terms and conditions of this MOU, including the modifications may be made at the time of annual review, with mutual agreement between the parties.

The MOU shall be effective for a period of five years, but any mid-course change introduced/suggested by the Review Committee consisting of the Vice-Chancellor, Kurukshetra University and Director, AVANTHA or their nominees or duly approved by the appropriate authorities shall also be deemed to be valid.

3. ROLE & OBLIGATION OF THE FIRST PARTY "KURUKSHETRA UNIVERSITY" AND SECOND PARTY "AVANTHA" UNDER THE COLLABORATION

AVANTHA scientists will participate in the various teaching programs of Kurukshetra University as and when requested but subject to available specialization/staff in KUK. Kurukshetra University will confer status of adjunct faculty on AVANTHA scientists involved in the teaching programs depending upon the qualifications and designation of these individuals at AVANTHA provided they meet with the eligibility conditions prescribed by UGC.

The faculty and students of the Departments of Kurukshetra University shall be allowed to enroll in the library of AVANTHA and while using the AVANTHA library facilities they shall be governed by the rules and regulations of AVANTHA. The similar facility shall be allowed to the scientists and students of AVANTHA.

The faculty and students of the appropriate departments of Kurukshetra University shall be allowed to canteen and Photostat facilities at AVANTHA upon payment. The same facilities shall be allowed to the scientists and students of AVANTHA by the Kurukshetra University.

The Kurukshetra University will acknowledge and accredit AVANTHA scientists, on their expressed requests, for guiding research leading to M.Sc. degree and PhD degree as per the extant provisions for the same.

The Kurukshetra University and AVANTHA will explore the possibility of joint seeking of funds and conduct of collaborative research, training and consultancy with industries/institutions in India/abroad.

The Kurukshetra University and AVANTHA will favor and encourage the staff of their respective institution to work in each other's laboratories on sabbatical/short-term period. The period of stay and honorarium shall conform to the extant guidelines on the subject.

The Kurukshetra University and AVANTHA will work in the area of cooperation through organization of symposia, seminar, short-term training courses, etc.

The Second Party shall submit to the First Party reports and documents as may be specified and at such frequency as may be agreed upon between the two parties. The Second Party will collect and maintain the records of the students served from the Centre and shall monitor and report their progress to the First Party.

The Kurukshetra University and AVANTHA will facilitate M.Sc. and PhD students of their respective institution to work in each laboratories for guiding research leading to M.Sc. degree and PhD degree as per the extant provisions for the same.

It is mutually agreed that progress of this MOU will be monitored by a Review Committee consisting of the Vice-Chancellor, Kurukshetra University and Director, AVANTHA or their nominees through periodic meetings.

There will be no financial liability at any party occurring out of this MoU

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ARBITRATION

Both the parties shall use all reasonable endeavors to resolve or settle the disputes through mutual negotiation and discussions in connection with this MOU or the interpretation thereof. Any and all disputes, controversies and conflicts ("Disputes") arising out of this MOU between the parties or arising out of or relating to or in connection with this MOU or the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation thereof which cannot be settled or resolved amicably shall be referred for arbitration to a suitable committee at Kurukshetra University, Kurukshetra. The arbitral award shall be in writing and shall be final and binding on each party and shall be enforceable in any court of competent jurisdiction. None of the parties shall be entitled to commence or maintain any action in a court of law upon any Dispute arising out of or relating to or in connection with this MOU.

3. CONSEQUENCE OF BREACH AND PENALTIES

- a. It shall be obligatory on part of either party to ensure timely Project implementation and facilitation as per the pre-approved work plan as agreed upon in the MoU.
- b. In the event of breach of any term or conditions of this agreement, either party shall have the right to terminate the agreement and recover costs incurred that are associated with the project.

In witness where of, the parties hereto have caused the agreement to be signed in their respective names as of the day and year first above written.

First Party

FOR AND ON BEHALF OF KURUKSHETRA UNIVERSITY, KURUKSHETRA

[Signature]
6/12/19
REGISTRAR
Kurukshetra University
KURUKSHETRA-136 119,
KURUKSHETRA UNIVERSITY,
KURUKSHETRA

Second Party

FOR AND ON BEHALF OF AVANTHA & CENTRE FOR INDUSTRIAL RESEARCH DEVELOPMENT (ACIRD), YAMUNANAGAR

[Signature]
DIRECTOR
AVANTHA CENTRE FOR INDUSTRIAL RESEARCH & DEVELOPMENT (ACIRD), YAMUNANAGAR

WITNESS

[Signature]
JOINT DIRECTOR
AVANTHA CENTRE FOR INDUSTRIAL RESEARCH & DEVELOPMENT (ACIRD), YAMUNANAGAR

WITNESS

[Signature]
6/12/19
CHAIRMAN
DEPARTMENT OF MICROBIOLOGY
KURUKSHETRA UNIVERSITY,
KURUKSHETRA-136 119,
KURUKSHETRA