



Kurukshetra University, Kurukshetra

ICAR-Indian Institute of Wheat & Barley Research,
Karnal (Haryana)

MEMORANDUM OF UNDERSTANDING

BETWEEN

**KURUKSHETRA UNIVERSITY, KURUKSHETRA
AND**

ICAR-INDIAN INSTITUTE OF WHEAT AND BARLEY RESEARCH, KARNAL

The MOU is made on the 26th day of August month in the year of 2020, at Kurukshetra, Haryana, between Kurukshetra University, Kurukshetra (hereinafter called KUK) include his/her successor in office, legal representative, nominee and assignee as the **First Party**

AND

Indian Council of Agricultural Research - Indian Institute of Wheat & Barley Research, Karnal (hereinafter called ICAR-IIWBR) with its headquarters at Karnal include his/her successor in office, legal representative, nominee and assignee as the **Second Party**.

WHEREAS

The parties which wish to establish a friendly relationship to promote and accelerate the programmes of academic cooperation in the areas of mutual concern, have decided to enter into this MoU and agree hereby as per the articles given below:

GENERAL PROVISIONS

1.1 DEFINITIONS

- (a) "University" means Kurukshetra University, Kurukshetra, Haryana.
- (b) "KUK" means Kurukshetra University, Kurukshetra
- (c) "ICAR-IIWBR" means Indian Council of Agricultural Research - Indian Institute of Wheat & Barley Research

1.2 RELATION BETWEEN THE PARTIES AND SCOPE

- a. The KUK will recognize the IIWBR as an Institute for research for students of M.Sc. and Ph.D in the disciplines of Biotechnology and allied Biological Sciences. The KUK will recognize scientists of the ICAR-IIWBR as recommended by its Director as faculty for research guidance of M.Sc/Ph.D students. The major supervisor/advvisor shall be from KUK and scientists of ICAR-IIWBR as recommended by Director, ICAR-IIWBR can work as co-supervisor/co-major advisor in the advisory committee of the student.

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b. Research instrumentation facility and library facilities available with KUK and ICAR-IIWBR will be made available to the faculty and research scholars.

c. There shall be an exchange of students and faculty/scientist staff for research and academic purposes. Accommodation in the Hostel shall be arranged, wherever possible, as per extant rates.

d. It is understood that the KUK and the ICAR-IIWBR 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.

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

f. The student, major supervisor and the co-supervisor shall share the authorship of publication arising out of this research work. The authorship for the publication shall depend on the extent of contribution by the authors, by the mutual consent of both the parties.

g. A soft and hard copy of the thesis/dissertation will also be submitted to the ICAR-IIWBR after award of the degree by the KUK.

1.3 GOVERNING LAW & JURISDICTION

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

1.4 LANGUAGE

This 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

1.5 LOCATION

Research implementation arising under this MoU shall be performed by the second party from the head offices at Karnal and/or its nearest regional office, in addition to Department of Biotechnology, Kurukshetra University as agreed upon by the first party.

1.6 AUTHORISED REPRESENTATIVES

Any section 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 Registrar, Kurukshetra University, Kurukshetra or his/her designated representative.
- b) On behalf of the second party, by the Director, ICAR-IIWBR, Karnal or his/her designated representative.



26.8.2020

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

- 2.1 This MoU shall come into force from the date of signing, or other earlier date that is mutually agreed by the two parties.
- 2.2 The MoU shall be effective for a period of five years, but will be reviewed/renewed/modified (if needed) mutually by both the parties, based on the research outputs/outcomes.
- 2.3 This MoU may be modified/amended by mutual written agreement at any time by either party upon written notification signed by the competent authority of the party.
- 2.4 The modification/changes shall become part of the MoU and shall be effective from date on which they are made/executed, unless otherwise agreed to.
- 2.5 The MoU may be terminated prematurely by either party with mutual agreement by giving prior notice. Such notification must be given to the other party at least six months in advance from the effective date of termination.
- 2.6 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.
- 2.7 After signing by the parties this MoU shall supersede and replace all prior MoU's between the parties.

3. MANAGEMENT


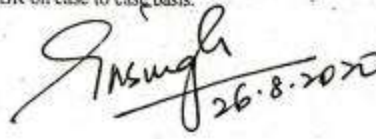
- 3.1 The Registrar, Kurukshetra University, Kurukshetra and Director of ICAR-IIWBR will be responsible to work out operational details of co-operation between the two organizations and ensure proper and effective implementation of this MoU.
- 3.2 The supervisors/advisory committee will meet at least once in a year in KUK or ICAR-IIWBR to review the progress.

4. RESEARCH COLLABORATION

KUK and ICAR-IIWBR will work on mutually agreed collaborative research projects funded by one or both parties and/or by a third party in areas of mutual interest. Each research collaboration will require the approval of competent authorities of both the parties.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 The KUK and ICAR-IIWBR will be expected to ensure protection of the Intellectual Property Rights generated or likely to be generated during the students research work. The KUK and the IWBR shall be the joint applicants for IPRs and the students and involved scientific staff shall be included as the inventor/breeder/author.
- 5.2 Each party will ensure appropriate protection of Intellectual property rights generated from cooperation pursuant to this MoU. Intellectual property rights, research publications and benefits arising out of collaborative research under these agreements shall be jointly sought/owned/shared by KUK and ICAR-IIWBR on case to case basis.

 
26.8.2020

7. In case of evaluation of already developed technology/product, IPR shall rest with the providing party of the particular product/technology. 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 the consent of the other party.

6. ADMISSION AND FEES

6.1 All those students who wish to register for Master/Doctoral programmes under this MoU must apply for admission at the KUK. Students admitted under this MoU may do their course work as per prescribed curriculum of KUK at KUK and research at ICAR-IWBR/KUK. Students allotted research work at ICAR-IWBR will pay fees as per norms set by ICAR-IWBR and ICAR New Delhi.

6.2 Allotment of students at the ICAR-IWBR, if found violating the rules and regulations laid down by the parties or indulge in such activities that amount to tarnishing the image of either of the parties. The KUK will not complete the formalities of issuing the certificates to such students until they compensate the losses to the First party.

7. REPORTING OBLIGATION

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 and shall monitor and report their progress to the First Party.

8. ARBITRATION

The parties would act strictly according to the relevant provisions of law while implementing this MoU. All questions related to this MoU arising during its term will be settled by the parties by mutual agreement. 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 parties on mutual consent.

9. CONSEQUENCE OF BREACH AND PENALTIES

9.1 It shall be obligatory on part of either party to ensure timely Research implementation and facilitation as per the pre-approved work plan as agreed upon in the MoU.

9.2 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 the costs incurred that are associated with the project.

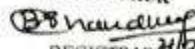


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This MoU has been executed in two originals, one of which has been retained by the First Party and the other by the Second Party.

In WITNESS WHEREOF, the parties have executed this MoU and represent that they approve, accept and agree to terms contained herein.


For and on behalf of KUK


REGISTRAR
Kurukshetra University,
Kurukshetra-136 119.

NAME:

Designation: Registrar
Kurukshetra University,
Kurukshetra
Date:

For and on behalf of ICAR- IIBWR


26.8.2020

NAME:

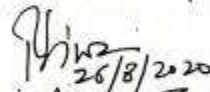
Designation: Director
ICAR-Indian Institute of Wheat & Barley
Research, Karnal
Date: 26-08-2020
ICAR-Indian Institute of Wheat & Barley Research
अग्रसेन मार्ग, कानाल-132001 (भारत) KARNAL-132001 (India)

Witness

Witness



NAME: DR. RISHI PAL MANDHAN
Designation: Chairperson
CHAIRMAN, Biotechnology
Department of Biotechnology,
Kurukshetra University,
KURUKSHETRA-136119.


26/8/2020

NAME: RATAN TIWARI
Designation: Principal Scientist

डॉ. रतन तिवारी / Dr. Ratan Tiwari
प्रधान वैज्ञानिक (सि इंटिग्रेटेड) / Principal Scientist (Biotechnology)
भा.क.अ.प.क.- भारतीय गेहूँ एवं जौ अनुसंधान संस्थान
ICAR-Indian Institute of Wheat & Barley Research
अग्रसेन मार्ग, कानाल-132001 ... राजा, भारत
Agrasen Marg, Karnal-132001, Haryana, India