

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**ICAR-NATIONAL DAIRY RESEARCH INSTITUTE, KARNAL**  
**AND**  
**NANAJI DESHMUKH VETERINARY SCIENCE UNIVERSITY, JABALPUR**

This Memorandum of Understanding (hereinafter referred to as MoU) is made on this 6<sup>th</sup> day of the month of April in the year 2016 by and between the ICAR-NDRI, Karnal having its Head Office at Karnal [hereinafter called the 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 Nanaji Deshmukh Veterinary Science 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 Jabalpur [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 students' training and quality postgraduate research in cutting edge areas in accordance with the provisions contained in the Guidelines issued *vide* ICAR Letter No. 2-8/2012-HRD dated 11th December, 2012 or as revised from time to time.

WHEREAS the "First Party" is involved in research and education in the areas of Dairy Production, Processing and Management AND WHEREAS the "Second Party", established *vide* F. No.....373..... dated 21-8-2012 by Govt. of India/Govt. of Madhya Pradesh (Name of the Agency) *vide* Act No. ....32..... of .....2012..... and recognized by University Grants Commission] at its Department of.....2-(f)..... is involved in

*Dairy Technology, Animal Biotechnology & Toxicology* Specific areas of research and/or education), 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.

### **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 *M.V.Sc. and Ph.D.* (Name of the degree program). The Second party will recognize Scientists of the ICAR-NDRI as recommended by its Director & Vice Chancellor 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 areas/ programs and/or projects restricted to specific mandated domain within the approved disciplines/divisions.

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 / operational costs of the equipments etc 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 existing rates. The duration of exchange visits will be determined by mutual consent between both the parties.

### **Article 2. Management**

2.1 Director & Vice-Chancellor 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.

### **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 on mutual agreement/ written consent from each other.

### **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 arrangements required for undertaking the proposed research/ training will have to be agreed upon separately.

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 published in accordance with the provisions laid out in Item 3.2 of the Guidelines for the students to conduct research for their degree program as trainees at ICAR institutions as notified *vide* ICAR 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 No part of the work done in collaboration with ICAR-NDRI, Karnal will be published in print/ electronic media in any form without prior written consent of ICAR-NDRI authority.

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

4.7 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.

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

4.9 Nothing in this MOU is intended to affect other cooperation or collaboration 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-NDRI, as the first applicant 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 program under this MOU must apply for the training/ research work 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 programs 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 For guiding PG students the major advisor will be from the first/ second party, whereas a co-advisor will be opted from the first/ second party with mutual consent.

6.3 Admission of the students and the award of degrees for different programs will be the responsibility of the Second party as per the rules and regulations. By no means will ICAR-NDRI will be responsible for offering the Degrees to the trainees in any form.

6.4 Allotment of the students (for training) at the First party will be done by the approval of Director & Vice Chancellor of the First party and Vice-Chancellor/Head of the Institution of the Second party.

6.5 The First party would have the right to screen & decide the students' eligibility for training based on their academic program, topic of interest etc..

6.6 The PME Cell of the First party in consultation with the representative of the Second party shall decide the location and quantum sharing of research work.

6.7 This MOU however only pertains to the specific and planned research work finalized between the ICAR-NDRI and the second party institute on mutual consent and in no way pertain to the analysis of individual random samples, collection of animal samples and use of equipments at the place of the first party. The later cases will be dealt by the routine Consultancy Cell guidelines of ICAR-NDRI, subjected to the scope of work, availability of time with the faculty of ICAR-NDRI, commensurate fund provision and availability of equipments at ICAR-NDRI.

6.8 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.

6.9 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 indulging 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.

6.10 Fees will be charged from the students by the First party as per Guidelines for the students to conduct research for their degree programs as trainees at ICAR institutions *vide* ICAR 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 First party. In addition to the above, if the research topic mutually agreed upon requires any specific chemicals and glassware, the expenditure for the same will also be borne by the student and may be decided case by case at the time of admission.

#### **Article 7. Entry into effect, modification, termination and jurisdiction**

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 at any time by either parties 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 Director and Vice Chancellor of ICAR-NDRI, Karnal will have discretion to terminate this MOU at any time without citing any reason.

7.3. 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.

7.4 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.

7.5 For all legal matters the jurisdiction of this agreement shall be at Karnal, Haryana. 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.

**ICAR-National Dairy Research Institute  
Karnal**

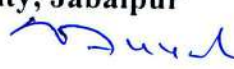
  
**Prof.(Dr.)A. K. Srivastava** 6/4/16  
**Director**  
**Tel No.: 0184 2252800**

**Date: April 6<sup>th</sup> , 2016**

**Signature with Seal**


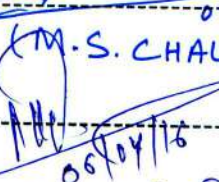
Witness 1   
6<sup>th</sup> April, 2016  
(R.K. MALIK)  
Witness 2   
5/4/16  
(SUMIT ARORA)

**Nanaji Deshmukh Veterinary Science  
University, Jabalpur**

  
**Prof.(Dr.)Prayag Dutt Juyal**  
**Vice-Chancellor**  
**Tel No.: 0761 2620783**

**Date : April 6<sup>th</sup> , 2016**

**Signature with Seal**

Witness 1   
06/04/16  
(M.S. CHAUHAN)  
Witness 2   
06/04/16  
(R.R.B. SINGHA)