भाकृअनुप-केन्द्रीय पक्षी अनुसंधान संस्थान

इज्जतनगर-243 122 (उ०प्र०) भारत

ICAR-Central Avian Research Institute

Izatnagar-243 122 (U.P.) INDIA

(AN ISO 9001:2008 CERTIFIED INSTUTION)

डॉ अशोक कुमार तिवारी
निदेशक

Dr Ashok Kumar Tiwari
Director

Dated: 26.03.2024

To ,

Dr Shoor Vir Singh

(HOD Biotechnology)

GLA University, Mathura-281406 (UP)

Sub.: MoUs signing between GLA University and ICAR-CARI, Izatnagar Reg.

Sir,

This has a reference of MoUs signing between GLA University and ICAR-Central Avian Research Institute, Izatnagar, Bareilly (UP), enclosed please find herewith the original **first copy of MoU** duly signed by the competent authorities of ICAR-CARI, Izatnagar.

This is for your information and necessary action please.

With kind regard

26-03-24

(Ashok Kumar Tiwari)
डॉ. अशोक कुमार तिवारी
Dr. Ashok Kumar Tiwari
निदेशक / Director
भाकृअनुप–केन्द्रीय पक्षी अनुसंधान संस्थान
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Izatnagar, Bareilly - 243 122 (U.P.)

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Please write or type below this line

Ashok Kumar Singh
Registrar
GLA University
Stone, NH-2, Mathura-Delhi Road
Jaumuhan, Mathura (U.P.) INDIA

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Umbrella Memorandum of Understanding
Between

ICAR-Central Avian Research Institute, Izatnagar-243122
And

GLA University, Mathura, India - 281 406

For facilitating

Training/Research

This Memorandum of Understanding (hereinafter referred to as MoU) is made on this 26 **day of the month of** March **in the year 2024** by and between the **ICAR-Central Avian Research Institute** (Name of the ICAR **Institute)** having its Head Office at **Izatnagar, Bareilly** [hereinafter called **"The Institute/First Party/CARI"**], a constituent Research Institution of the Indian Council of Agricultural Research, Krishi Bhavan, New Delhi-110001 on the ONE PART,

and

Ganeshi Lal Agarwal University, Mathura, henceforth called **GLA University Mathura or SECOND PARTY** was established in **2010 under the U.P. State Legislative Act of 2009** with its **HQ at 17 Km Stone, NH-2, Mathura-Delhi Road, Post-Chaumuhan, Mathura -281406 U.P., INDIA**, with the primary objectives of teaching, training, research, and extension education programme in the field of Biotechnology and Poultry Science, Business Management, and other allied branches, is on other part.

Preamble

WHEREAS the **FIRST PARTY** is involved in devising **ways and means to enhance productivity of poultry species and allied research including biotechnology and other related bio-sciences in the best interests of poultry farming, processing, marketing and allied communities including capacity building and human resource development** (specific mandated domain within the approved disciplines/divisions),

WHEREAS the **SECOND PARTY** is engaged in teaching, training, research and extension in the niche areas like biotechnology, microbiology, immunology, virology and molecular biology in an effective and dedicated manner and is engaged in perusing research in the field of molecular biology of milk science, infectious diseases, bioremediation, bio-fuel, *in –vitro* fertilization, Mycobacterial infections and medicinal plants, Cytokines etc.

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(The **FIRST PARTY** and the **SECOND PARTY** are hereinafter collectively referred to as the "Parties" and any of the same individually as "Party").

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.

AND WHEREAS it has been considered expedient to agree in writing to participate jointly inthe 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 **Masters and Doctorate** degree programme. The **Second Party** will recognize Scientists of the **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 the **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 injoint projects

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shall be given the right to use, disclose, publish or disseminate such information for any and all purposes except in cases where IP assets are likely to be generated.

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 ofthis 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 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 ofthe **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(s). 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. The IPs shall be regulated as follows.

(i) If the research is conducted and completed in India with the help of **second party** members in the team, the intellectual property will be protected in India with **the second party** as a co-applicant. **The first party** will have rights to commercialize the technology.

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[illegible]mukan, Mathura (U.P.) INDIA

(ii) If the research is conducted and completed in India with the help of **the first party** members in the team, the intellectual property will be protected in India with **ICAR** as a co-applicant. **The second party** will have rights to commercialize technology.

(iii) In case application is to be made for international protection, then both **first** and the **second** parties will apply as co-applicants for the protection of intellectual property rights subject to exclusive rights of both the Parties to commercialize the technology in their respective countries. Commercialization in any other country shall be done jointly through a separate agreement.

(iv) In case research is carried out solely and separately by the Party or the research results are obtained through the sole and separate effort of the Party, the Party concerned alone will apply for grant of IPR and once granted, the IPR will be solely owned by the concerned Party.

(v) In case of research results obtained through joint activities, the grant of intellectual property rights will be sought by both the Parties jointly and once granted these rights will be jointly owned by the Parties.

(vi) Any Publication, document and/or paper arising out of joint work conducted by the participants pursuant to this MoU will be jointly owned. The use of the name, logo and/or official emblem of the participants on any publication, document and/or paper will require prior permission of both the parties. It may however be ensured that the official emblem and logo is not misused.

5.2 Both parties agree to ensure appropriate protection of Intellectual Property Rights generated from such cooperation consistent with their respective laws, rules and regulations and other international agreements to which both parties are signatories.

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 with 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.

6.5 The PME Cell of the **First Party** in consultation with the representative of the **Second Party** shall decide the location and sharing of 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.

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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. A student registered with the **Second Party**, will deposit fee of Rs. 10,000/- (Rupees ten thousand only) for training duration of 3 months (not leading to a degree/dissertation) and Rs. 30,000/- (Rupees thirty thousand only) per semester (six months) for training, research, dissertation exceeding three months (apart from the cost of consumables etc.). Any change in fee structure by ICAR will be applicable from the date of revision and shall be charged by the **First Party**.

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.

Article-8. SPOC (Single Point of Contact)

For First Party : Dr. Chandra Dev (Principal Scientile & Head), Department of Nutrition, PG Education and Training, Mob. No.: 9456850264, E mail id: deocari@rediffmail.com.

For Second Party: Prof. (Dr.) Shoor Vir Singh (HOD Biotechnology), GLA University, Mathura (UP). Mob. No. 9719072856, E mail id.: shoorvir.singh@gla.ac.in.

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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(Name and Address of the First Party)	(Name and Address of the Second Party)
Dr A.K. Tiwari 26-03-2024	Mr. Ashok Kumar Singh
Director **ICAR-Central Avian Research Institute** **Izatnagar-243122 (Bareilly)** **Uttar Pradesh**	**Registrar.** **GLA University, Mathura** **17 Km Stone, NH-2, Mathura-Delhi Road, Post-Chaumuhan, Mathura -281406 U.P., INDIA**
Phone: +91-0581-2301261	Mob: +91 9927211500
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डॉ. अशोक कुमार तिवारी Dr. Ashok Kumar Tiwari निदेशक / Director भाकृअनुप–केन्द्रीय पक्षी अनुसंधान संस्थान ICAR-Central Avian Research Institute इज्जतनगर, बरेली – 243 122 (उ०प्र०) Izatnagar, Bareilly - 243 122 (U.P.) Signature with Seal	Ashok Kumar Singh Registrar GLA University Stone, NH-2, Mathura-Delhi Road aumuhan, Mathura (U.P.) INDIA Signature with Seal
Mahadev Bapu Waike AAO	Witness: Prof. Shoor Vir Singh HoD- Department of Biotechnology
Dated: 26/3/2024	Dated: