

उत्तर प्रदेश UTTAR PRADESH

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MEMORANDUM OF UNDERSTANDING

BETWEEN

ICAR- Krishi Vigyan Kendra-II, Sitapur, U.P.

AND

Faculty of Agricultural Sciences and Allied
Industries

Rama University (RU), Kanpur

For facilitating Students Training, Internship/ Postgraduate & Ph.D. Research/ Scientists
Research and involvement

This Memorandum of Understanding (MoU) is made on^{24.05}....., 2021, between

I. The Krishi Vigyan Kendra-II, Sitapur, Uttar Pradesh was established in 2012 by Indian

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Council of Agricultural Research, New Delhi. Presently, this Krishi Vigyan Kendra-II, Sitapur is engaged in Technology Assessment and Demonstration for its Application and Capacity Development.

II. Rama University, Kanpur here in after called the University, a State Private University running School of Agriculture established by the U.P. Act No. 1 of 2014 as passed by the State Legislature and is empowered to give degrees as specified by UGC under section 22 of the UGC Act 1956 located at Kanpur (Uttar Pradesh) represented by the Vice Chancellor of the University, of the other part.

PREAMBLE

The major functions and activities of Krishi Vigyan Kendra-II, Sitapur, Uttar Pradesh are: On-farm testing to assess the location specificity of agricultural technologies under various farming systems. Organize Frontline Demonstrations to establish production potential of technologies on the farmers' fields. Capacity development of farmers and extension personnel to update their knowledge and skills on modern agricultural technologies. To work as knowledge and resource centre of agricultural technologies for supporting initiatives of public, private and voluntary sector in improving the agricultural economy of the district. Provide farm advisories using ICT and other media means on varied subjects of interest of farmers.

Rights and responsibilities of the University

- a) The University shall provide the requisite field area in its campus, for conducting experiments.
- b) The University shall share the existing logistic facilities available at its field stations.
- c) The University shall permit and facilitate the company team for field experiments in the research field stations and suitable accommodation when ever required.
- d) The expenses towards facilities described but not limited to the above, shall be borne by the company on actual cost basis.
- e) All the proposed activities at the University will be handled through the mutually agreed designated scientists/researchers of the University/company.

1. Rights and responsibilities of the institute

- a) The institute team shall visit the University/Field stations regularly for specific purposes as mentioned below:



- i. To co-ordinate preparation of fields and the raw materials.
 - ii. To co-ordinate manufacturing the new products and its evaluation.
 - iii. Soil sampling for testing and to collect weather data.
 - iv. To co-ordinate crop harvesting on selected experimental fields for research purposes.
 - v. To provide guest lectures and E-training to the students in the teaching program of the University.
- b) The institute will provide at any point of time, project training/practical training (for a period of 21 days to six months) for M.Sc. (Ag.) or B.Sc. (Ag.) students of the University on payment basis. The students will have to make their own accessing arrangements as the company will not be able to provide it to the students.
- c) The institute would provide advanced E-training/ Practical E-training to the University faculty members.
- d) The institute would be suitably indemnified against any administrative/ financial obligation for this collaborative arrangement, other than mentioned in this MoU.

2. Financial arrangement

- a) The institute will be are the input cost, if any, for the expenditure incurred in carrying out the experimentation in field of the University.
- b) The schedule of the visit to the University by the institute scientists, researchers and trainers will be prepared periodically by the company during the field experiment period and period thereafter for data collection and will be communicated prior to the designated person of the University. The cost for the visit will be borne by the company. Similarly, schedules for E-training students and faculty members of the University would be communicated by the University before hand.

3. Confidentiality and conditions

- a) All information and documents to be exchanged pursuant to this Memorandum of Understanding will be kept confidential by the Parties and will be used subject to such terms as each Party may specify. A Party will not use the information for purpose so the that specified without the prior written consent of the other Party.
- b) All Confidential information shall remain the exclusive property of the disclosing Party. The Parties agree that the disclosure of the Confidential Information do not grant or imply any license, interest or right to the Recipient in respect to any intellectual



property right of the other Party.

c) Unpublished information, whether oral, in writing or otherwise, discovered or conceived by the scientists or researchers and exchanged under the provisions of this MoU will not be transmitted to a third party, unless otherwise mutually agreed by the Parties.

4. Intellectual property rights for Collaborative Projects

a) Both the institute and the University scientists are expected to deliver results that could be useful to farmers and researchers. Institutional policies and norms shall be adhered in handling the data. The particulars of sharing of IPRs will be decided on a case by case basis, as decided in separate MoUs for each collaborative project.

5. Disclosure of Information/Material

a. The institute and the University agree that except for a Court Order requiring disclosure, neither shall disclose to any third party without the written consent of the other, any information/ material made available to the Parties, in the performance of work and/ or generated by the performance of work, under this Agreement, except information which at the date hereof was:

(i) in the public domain

(ii) Known to either prior to the date hereof as evidenced by written documents subsequently.

(iii) All data/material generated through this Memorandum of Understanding with assistance of the University or a collaborating institute in India from this work programme shall be subject to explicit written approval signed by the University and the company before publication/ release of same by the University and the collaborating institute or the company.

The provisions in this Article shall survive termination or completion of the Memorandum of Understanding.

6. Commercialization of knowledge/ materials obtained through joint research programs

In case of research results obtained through joint research activities under this MoU both the University and the institute will apply as co-applicants for the protection of intellectual property rights subject to exclusive/ non-exclusive rights of both the parties to commercialize the technology in India. Commercialization in any other country shall be done jointly through a separate agreement.



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7. Publication

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

8. Amendments

The Parties to this MoU may, by mutual consent, add, modify, amend or delete any words, phrases, sentences or Articles in this MoU.


9. Validity /Termination

The MoU shall be effective from the date of its signing by both the Parties, shall be valid for a period of five years from that date and is extendable for a further period of five years. (Renewable subject to approval of both the parties) unless either Party serves notice on the other of its intention to terminate it, in which event, the Memorandum of Understanding shall stand terminated at the end of one calendar month from the date of issue of such a notice. But the termination of this Memorandum of Understanding shall not affect the validity or duration of specific collaborative programmes already being undertaken there under, unless decided otherwise by the Parties by mutual consent.


In witness, whereof, the two Parties here unto have signed at Rama University, Kanpur (Uttar Pradesh) on this^{24th} day of ^{MAY} June, 2021 in two originals in English and the text is being equally authentic.

10. Arbitration


All the disputes arising out of this shall be between the Head, Krishi Vigyan Kendra-II Sitapur, Uttar Pradesh and the Vice Chancellor, Rama University, (Uttar Pradesh) or their representatives.

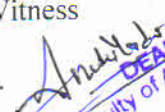

Head 24/5/21
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Sitapur (Uttar Pradesh)
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Witness

1. 
DR. D. S. Sinastha
SMS-PP- KVK-II Sitapur. U.P.

2. 
MR. S. P. TOMAR
SMS-SS- KVK-II SITAPUR. U.P.


Vice Chancellor
Rama University
Kanpur (Uttar Pradesh)
Witness

1. 
DEAN
Faculty of Agriculture
&
Allied Industries
Rama University
Mandhana, Kanpur

2. 