

MEMORANDUM OF UNDERSTANDING

BETWEEN

INDIAN COUNCIL OF AGRICULTURAL RESEARCH –
INDIAN INSTITUTE OF SOIL AND WATER
CONSERVATION, DEHRADUN, UTTARAKHAND



AND

NEHRU GRAM BHARATI
(DEEMED TO BE UNIVERSITY)
PRAYAGRAJ, UTTAR PRADESH



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INDIA NON JUDICIAL



उत्तर प्रदेश UTTAR PRADESH

**MEMORANDUM OF UNDERSTANDING
Between**

**ICAR - INDIAN INSTITUTE OF SOIL AND WATER CONSERVATION,
DEHRADUN**

AND

NEHRU GRAM BHARATI (DEEMED TO BE UNIVERSITY), PRAYAGRAJ

For facilitating Research, Technological up-gradation and Innovation

This Memorandum of Understanding (hereinafter to as MoU) is made on the 20th day (Friday) of the month of January in the year 2023 by and between ICAR -Indian Institute of Soil and Water Conservation, Dehradun. [hereinafter called ICAR-IISWC/First party], a constituent research and training institution of the Indian Council of Agricultural Research, Krishi Bhavan, New Delhi-110001 on one part, and Nehru Gram Bharati (Deemed to be University), (hereinafter referred to as the NGBDU/"Second Party") on the other part (who for MoU are hereinafter collectively referred to as the parties).

This MoU is signed by the above parties to collaborate for technological up-gradation, innovation, effective utilization of intellectual capabilities, and competitiveness. Both parties believe that close co-operation between the two would be of major benefit to society. This document includes seven clauses. Clause 1 represents the CO-OPERATION, clause 2 includes SCOPE OF THE MoU, clause 3 represents MANAGEMENT, clause 4 describes GENERAL PROVISIONS, clause 5 INTELLECTUAL PROPERTY, clause 6 covers ADMISSION and FEES and in clause 7, VALIDITY MODIFICATION TERMINATION of the MoU.

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Signature of First Party

Signature of Second Party

About the 1st party, ICAR-IISWC

The ICAR-Indian Institute of Soil and Water Conservation (ICAR-IISWC), (Formerly CSWCRTI) was established on 1st April 1974 with Headquarters at Dehradun by combining the Soil and Water Conservation Research, Demonstration, and Training Centre which was established in 1950s at Dehradun, Kota, Bellary, Udhagamandalam, Vasad, Agra and Chandigarh. These centers were initially established by the Govt. of India and transferred to the Indian Council of Agricultural Research (ICAR) on 1st October 1967. Subsequently, two new research centres were added to the CSWCRTI, one at Datia in M.P. (18th September 1986) to tackle soil and water conservation problems of the Bundelkhand region and another at Koraput in Orissa (31st January 1992) to address the problems of shifting cultivation areas. The institute with the national mandate and multi-disciplinary team of scientists and paraphernalia actively involved in research, training, and demonstration of various aspects of soil-water conservation, watershed management, and natural resource management as a pioneer (<http://www.cswcrtiweb.org>).

About the 2nd party, Nehru Gram Bharati (Deemed to be University), Prayagraj, Uttar Pradesh

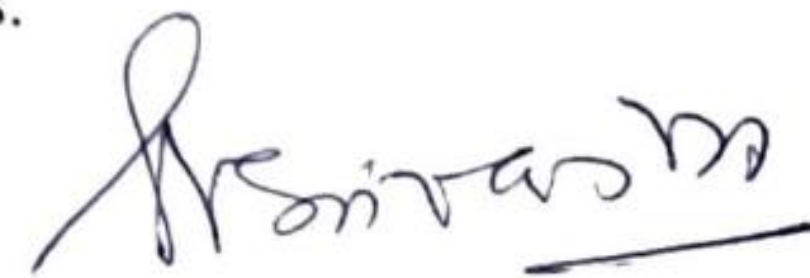
Nehru Gram Bharati (Deemed to be University) occupies an esteemed place among the rural universities of India for over decades now. Established on 27th June 2008, it is one of the promising institutes in the State of Uttar Pradesh situated at the bank of river Ganges. It was basically conceived by our 1st Prime Minister of India, Late Pt. Jawahar Lal Nehru, who laid the foundation stone of Nehru Gram Bharati on 26th July 1962 in the village of Rishi Durvasa Ashram, Kotwa-Jamunipur, Dubawal Complex of his phulpur constituency in Allahabad District. His dream was translated into reality by Sri J.N. Mishra, who had a clear vision and dedication to the cause of upliftment of rural masses through education.

As on date, the campus has emerged as a prominent establishment of professional, technical education and traditional education for meeting the aspirations of youth from rural as well as urban areas. To begin with Rajiv Gandhi Degree College was established in the year 1996 and upgraded to Rajiv Gandhi Post Graduate College from the academic session 2000-01 which subsequently merged into the Nehru Gram Bharati (Deemed to be University) in 2008-09 after University Grants Commission recommended to the Ministry of Human Resource & Development for granting it Deemed to be University Status. The MHRD notified vide its gazette Notification no. F.9-42/2005-43(A) dated as 27th June 2008 bestowing the Deemed to be University status to Nehru Gram Bharati. The University is composed of six campuses encircling approximately 76 acres of land spread over within a radius of about 5 Kilometers. The campuses are lush green having Administrative Office, Central Library, Faculty of Teacher Education, Arts, Science & Commerce, which offers various UG and PG courses.

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NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and cooperation that will promote and advance their respective operations within the Institutions. The Parties shall collaborate on relevant opportunities and shall share all information on mutually agreed collaborative work that may be relevant to secure additional opportunities for one another.
- 1.2 Collaboration between both parties of this MoU will facilitate effective utilization of the intellectual capabilities of the human resources providing significant inputs to them in developing suitable technology, product, and training systems including the RAWE curriculum, keeping in mind the mandate of their institutions.
- 1.3 The general terms of co-operation shall be governed by this MoU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into mutually agreed and relevant agreements as may be required to give effect to the actions contemplated in terms of this MOU.

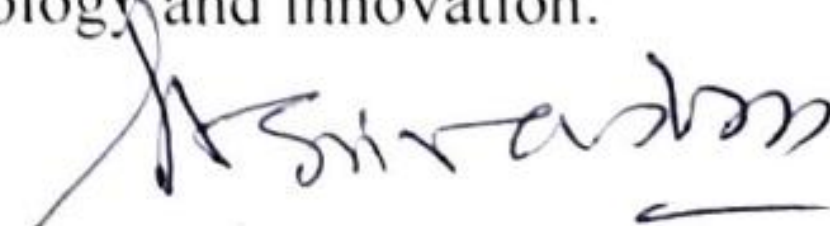
In particular, cooperation between the parties shall be carried out, subject to the availability of resources, the approval of both parties, and on the basis of mutual reciprocity, through such activities or programs as:

- + Training
- + Research
- + Development of Tools, Techniques, Equipment, etc.
- + Consultancy
- + Documentation
- + Education
- + Outreach programs
- + Exchange programs, Study visits
- + Any other related activities

CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding graduates, faculties, and scientists from the ICAR IISWC Dehradun & NGBDU, Prayagraj could play a key role in technological up-gradation and innovation in the field of common interest. Both parties believe that mutually agreed collaboration between the parties of this MoU would be of major benefit to society and industry to enhance their capabilities and knowledge and provide technology and innovation.


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- 2.2 Scientific ideas generated from the first party will be shared with domain experts from the second party only when they are ready to take up the collaborative work of developing any tools, machine, equipment, software, or model. Since the scientific idea is provided by the first party, the first authorship on the inventor-ship will be given to the Scientist who had given the scientific idea and the domain experts involved from the second party will be the associate/s to the authorship or inventor-ship of the output. In all the ideas generated by NGBDU, the applicant will be from NGBDU. Inventorship can be given to anyone as the same is described by the main inventor. For above all costs will be borne by NGBDU. For ideas from 1st Party; Applicant status would be from case to case.
- 2.3 In joint capacity-building activities, First Party will provide valuable inputs mutually to the Second Party to improve their teaching/training programs under the provisions of existing terms and conditions of ICAR/first party and suitably customize the curriculum so that the students fit into the environmental and industrial ecosystems meaningfully.
- 2.4 The training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working careers.
- 2.5 **Research and Development:** Both Parties have agreed to carry out joint research activities in the fields of Engineering and Agriculture through effective conversion of ideas into technological products.
- 2.6 **Guest Lectures:** First Party to extend the necessary support to deliver guest lectures to the students of the Second Party on the technology trends and requirements.
- 2.7 **Faculty Development Programs:** First Party to train the Faculties of Second Party for imparting industrial exposure/training as per the technological requirement considering the National Occupational Standards in the concerned sector, if available.
- 2.8 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.9 Research instrumentation facility and library facilities are available with the first party and the second party will be made available to the faculty, scientists, and research scholars. However, the costs of specific consumables will be borne by the respective organizations.

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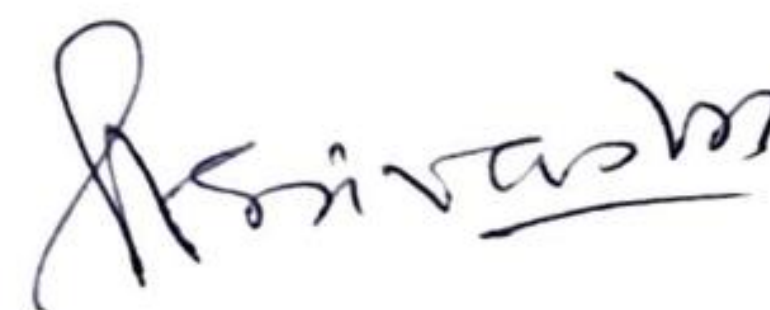
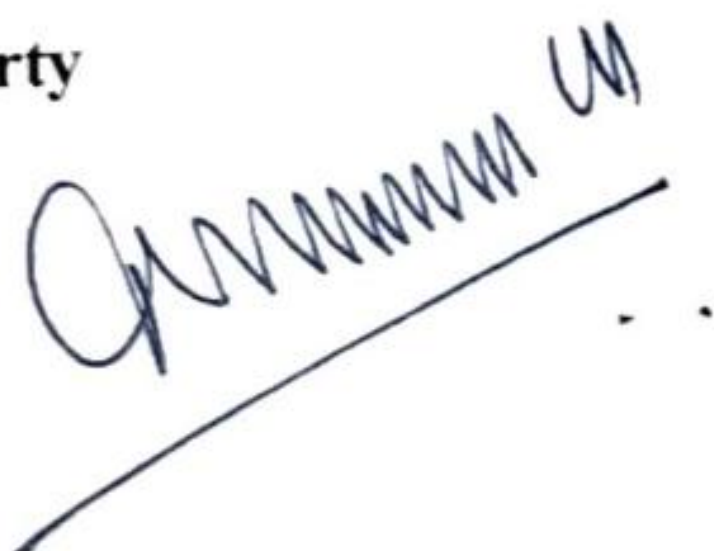
CLAUSE 3. MANAGEMENT

- 3.1 Head of the first party, Director and the Vice Chancellor/Head of the University or designated officials of the second party will be responsible for cooperation between the parties and ensure proper and effective implementation of this MoU.
- 3.2 The committee of nodal officers from both parties will meet alternatively in the institutions of the first party and the second party as and when required to review the activities. This meeting shall include presentations on the academic and research activities which should be open to the students, faculty and scientists.
- 3.3 For taking up any specific collaborative work, a team of experts will be formed with the approval of the competent authority from their respective institutions.

CLAUSE 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, cast, or religion. Both the institutions shall abide by these principles in the administration of this agreement and neither party shall impose criteria for the 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 All questions related to this MoU arising during its term will be settled by the parties by mutual agreement. Disagreements at the operation 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. The decision of the arbitration proceedings shall be final and binding on both parties. Arbitration proceedings shall be governed by the provisions of Indian arbitration & conciliation act, 1996 & other existing law in India. The expenses of the arbitration shall be borne equally by the parties.
- 4.4 All questions and unforeseen circumstances related to this MoU will be handled by the parties by mutual agreement.
- 4.5 Nothing in this MoU is intended to affect other corporations or collaborations between the parties.

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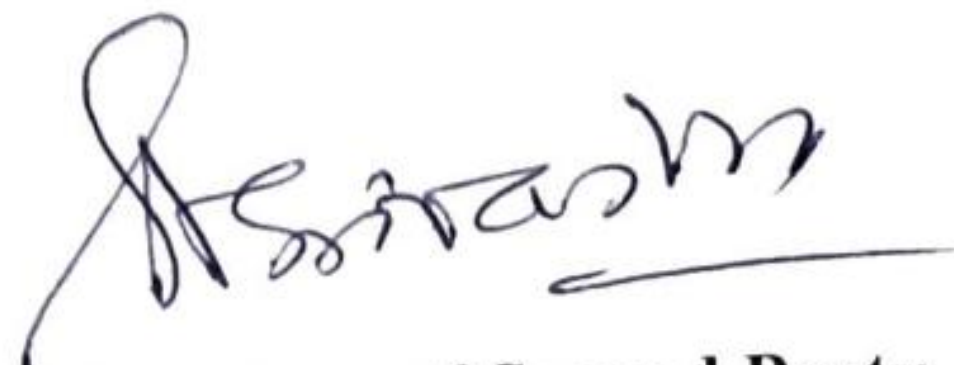
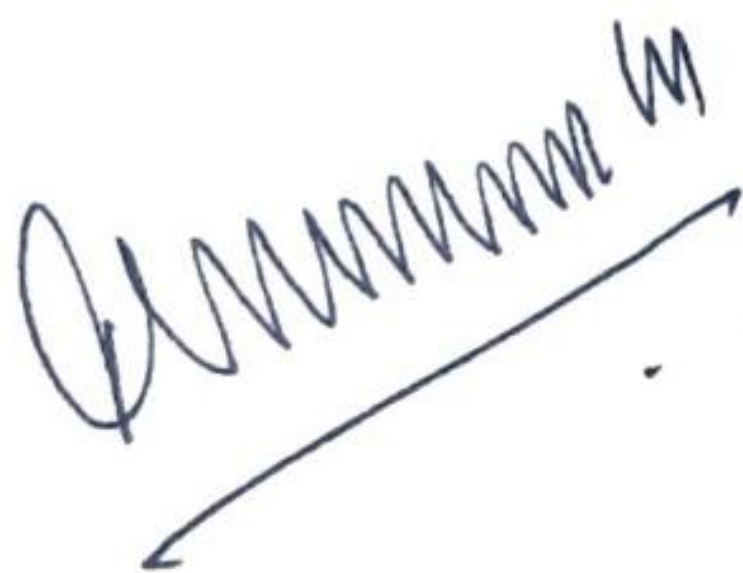
CLAUSE 5. INTELLECTUAL PROPERTY RIGHTS (IPRs)

- 5.1 The second party will be expected to ensure the protection of the intellectual property rights generated or likely to be generated during the collaborative work. The ICAR is the first applicant for the first party and the second party shall be the joint applicants for IPRs and the scientific staff and faculty involved in the specific IPR article shall suitably 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. For ideas from NGBDU people, the first applicant would be from NGBDU.
- 5.2 Nothing contained in this MOU shall, by express grant, implication, estoppel, or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copyrights, and designs) of the other Party.
- 5.3 None of the parties of this MoU will claim any credit individually for any collaborative work undertaken by these parties. Any issue of IPR that arise from collaborative work it will be governed by the ICAR rules and regulations.

CLAUSE 6. ADMISSION AND FEES

- 6.1 All those who wish to register as trainees or for the Bachelors/Master/Doctoral program 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. IA and 3.2.2A of the Guidelines for the students to conduct research for their degree programs as trainees at ICAR Guidelines or such other guidelines if any as may be issued from time to time, for the students from within National Agricultural Research System (NARS) and outside NARS, respectively.
- 6.2 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.
- 6.3 Allotment of the students at the First party will be done by the approval of the Director of the First party and the 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 at the First party based on their academic period/record.
- 6.5 The research Priority setting, Monitoring, and Evaluation (PME) Cell of the First party in consultation with the representative of the Second party shall decide the location and sharing 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' and 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 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 students 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 programs as trainees at ICAR institutions vide *Letter* No. F. No. 2-8/2012-HRD, dated 11th Dec. 2012 and 25th April 2014 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 Agriculture Universities/Deemed Universities WITHIN NARS.
- However, a student registered with the Second party and, outside the National Agriculture Research System (NARS) will deposit a fee of Rs. 10,000/- for a training duration up to 3 months (not leading to a degree/dissertation), Rs. 20,000/- for training up to 3 months leading to a degree/dissertation and Rs. 30,000/- per semester (up to 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.

CLAUSE 7. VALIDITY, MODIFICATION, AND TERMINATION


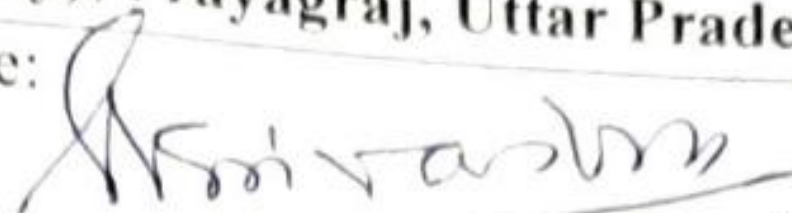

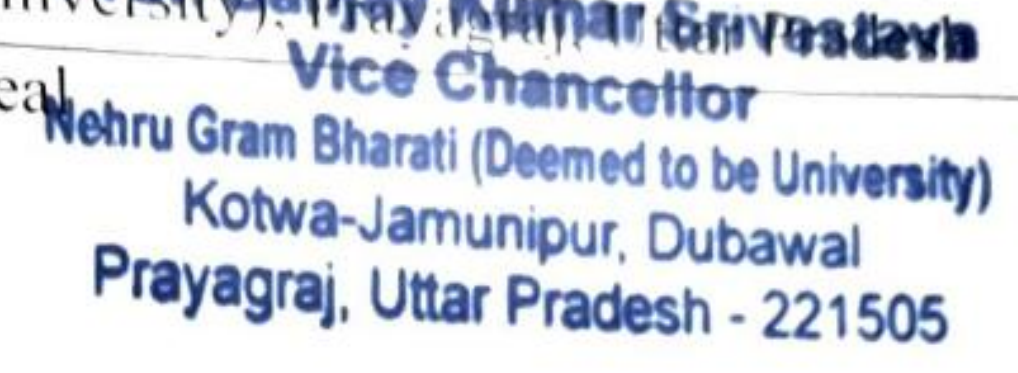

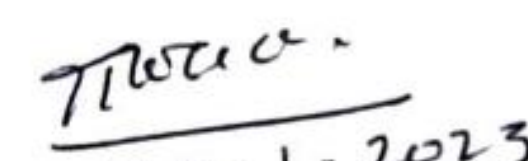

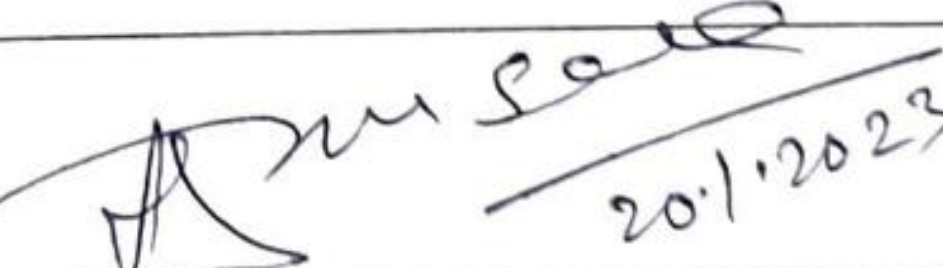
- 7.1 This MoU shall become effective on the date it is signed by the parties and shall be valid for three years (Jan 2023 to Dec. 2025). Both parties shall review the status of the MoU at the end of each year period to determine any modification, whenever necessary. The period of validity of this MoU may be extended by a mutual constant. This MoU may be amended by mutual written agreement and may be terminated at any time by their 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 term 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 especially stating the same to be an amendment of the MoU. The modification/ changes shall become part of the MoU and shall be effective from the date on which they are made/ executed unless otherwise agreed to.
- 7.4 If any dispute arises out of this MoU, that may be resolved through arbitration & mediation by the higher officials of both institutions.

Signature of First Party




Signature of Second Party

This MoU has been executed into originals, one of which has been retained by the first party and the other by the second party. In witness where the parties have executed this MoU and represent that they approve, accept, and agree to terms contained herein.

ICAR-Indian Institute of Soil and Water Conservation, Dehradun	Nehru Gram Bharati (Deemed to be University), Prayagraj, Uttar Pradesh
Signature: 	Signature: 
Dr. M. Madhu, Director ICAR Indian Institute of Soil and Water Conservation, Dehradun	Prof. S. K. Srivastava Vice Chancellor Nehru Gram Bharati (Deemed to be University), Prayagraj, Uttar Pradesh
Seal  निदेशक / Director कृ.अनु.प.-ना.मृ.ज.सं.सं. / ICAR-IISWC देहरादून / Dehra Dun.	Seal  Prof. Sanjay Kumar Srivastava Vice Chancellor Nehru Gram Bharati (Deemed to be University) Kotwa-Jamunipur, Dubawal Prayagraj, Uttar Pradesh - 221505
Signature: 	Signature: 
Witness 1	Witness 1
Name: Dr. M. Murugananatham	Name: Dr. S. C. Tiwari
Designation: Principal Scientist IISWC, D. Dun.	Designation: Pro Vice Chancellor
Name:	Name: Pro Vice Chancellor Nehru Gram Bharati (Deemed to be University) Kotwa-Jamunipur, Dubawal Prayagraj, Uttar Pradesh - 221505
Designation:	Designation:
Signature: 	Signature: 
Witness 2	Witness 2
Name: Dr. Matieb Chand	Name: Dr. Ashish Shivan
Designation: CTO, IISWC	Designation: Dean Science & Head Dept of Zoology
Name:	Name: Dr. Ashish Shivan Dean, Faculty of Science Nehru Gram Bharati, Allahabad
Designation:	Designation:

Place: Dehradun/Prayagraj

Date - 20/1/2023

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