

MoU for approval

ANAND AGRICULTURAL UNIVERSITY

ANAND – 388 110


Read : Minutes of 57th Meeting of Board of Management held on 16.01.2023 vide item No 57.29

NOTIFICATION

It is hereby notified to all concerned that the 57th Meeting of Board of Management held on 16.01.2023 vide item No. 57.29 has resolved as under:

“It is resolved that Board of Management approves the MoU as per Annexure - A to be signed with Gujarat Institute of Disaster Management, Gandhinagar for its implementation in AAU, Anand”

NO. AAU / DR / T-3 / 8243 / 2023
Date: 31.01.2023


Director of Research &
Dean P.G. Studies

Copy F.W.Cs. to:

1. All Members of Board of Management of this University.
2. All Members of Agricultural Research Council of this University.
3. All Officers of this University.
4. All Deans of this University.
5. All Unit / Sub Unit Officers of this University.
6. Registrar, Anand Agricultural University, Anand in response to vernacular letter જા.જી. આક્રુચુ/૨જી/એકે(મીટીંગ)/(૧૩૨)/૯૦૩૪-૯૦૪૪/૨૦૨૩, તા.૨૩.૦૧.૨૦૨૩. Moreover 20

copies of Notification are enclosed herewith for needful action.

Copy to:

1. PS to Hon'ble Vice Chancellor, Anand Agricultural University, Anand
2. All Branches of this Section.
3. S.O. File.
4. Concerned Scientist of AAU for information and necessary action.

Annexure - A

MEMORANDUM OF UNDERSTANDING

BETWEEN



Gujarat Institute of Disaster Management
Gandhinagar

AND



Anand Agricultural University, Anand

FOR

Collaboration in Research and Capacity building in Disaster Risk
Management

December 2022

This Memorandum of Understanding (hereinafter referred to as 'MoU') is entered into on day of _____ in the year 2022.

Between

Gujarat Institute of Disaster Management (hereinafter referred to as GIDM) located at Koba, Gandhinagar Highway, Raisan Village, Gandhinagar 382007 Gujarat, India.

And

Anand Agricultural University (AAU) was established in 2004 at Anand with the support of the Government of Gujarat, to provide support to the farming community in three facets namely education, research and extension activities in Agriculture, Horticulture Engineering, product Processing and Home Science.

which expression shall where the context so admit includes its successors and permitted assigns) of the other part.

1. Preamble

AAU is involved in Education, Extension Education, Research development and operationalization of applications of agriculture technology for national development. AAU's activities have expanded to span newer commodity sectors such as soil health card, bio-diesel, medicinal plants apart from the mandatory ones like rice, maize, tobacco, vegetable crops, fruit crops, forage crops etc. the core of AAU's operating philosophy however, continues to create the partnership between the rural people and committed academic as the basic for sustainable rural development.

In pursuing its various programs, AAU's overall mission is to promote sustainable growth and economic independence in rural society. AAU aims to do this through education, research and extension education.

GIDM is registered as an autonomous society under the Government of Gujarat, India. The Institute has been entrusted with the responsibility of human resource development, capacity building, training, research and documentation in the field of Disaster Management. As per the GIDM's

objectives and mandates, it focuses' on enriching the capacities - in specific areas of prevention, mitigation, preparedness, relief, recovery, rehabilitation, reconstruction, and sustainable development - of the officials and other functionaries of the state and district administration for response to emergencies and the longer run, it will take up similar capacity building for other stakeholders in the country.

2. Objectives of the MoU

Given the background of the two parties and the potential areas of partnership, this Memorandum represents a Framework of Cooperation between GIDM and AAU specifically on Joint Training Services, Strengthen Training Capacity, Joint Research Activity, Documentation and Case Study, Consultancy Advisory Services on relevant matters and development and sharing of meteorological, climatological, spatial and geospatial technology in Disaster Risk Management, technical expertise through mutually identified means and modalities. GIDM and AAU will collaborate to identify ways to implement the objectives of this memorandum of understanding by working together wherever applicable in their respective ongoing programs and projects.

3. Scope of Collaboration

Given shared primary mandates of the two parties on enhancing the co-operation between the two institutions and developing Academic and Professional Exchanges. Scientific Research. Consultancy Advisory Services on relevant matters and other activities, the MoU would collaborate under the followings:

1. Joint Development and Delivering of Prioritized Training Programmes on use of Geospatial Science and Technology in Disaster Risk Management

- i. Jointly conduct prioritized training on specific themes and sub-themes on spatial and geospatial technology in Disaster Risk Management as identified and agreed upon by GIDM and AAU.
- ii. Work towards the development of training curriculums, review and updating of the curriculums for effective training delivering to intended specific audiences
- iii. To develop training package including participant's workbook, supplementary reading materials, case studies and exercises and facilitator guidebooks as resource pools for the training which could also be used for future similar training.
- iv. Enhancing outreach and upgrade training provision through IT- based solutions jointly by undertaking Massive Open Online Courses (MOOCs), EDUSAT network that may

be conducted in collaboration with specialized institutions at the national and international level, if necessary. Both institutions may share expertise, technical solutions, Instructional Design, User interface and User Experience for the development of online training.

2. *Strengthen the use of Agriculture, Climatological, Meteorological Science & Technology in Disaster Risk Management training capacities.*

- i. Jointly conduct Training Need Assessment and come up with strategic planning for training services development that well addresses specific and diverse demand of potential intended target groups and current gaps in capacity building on the use of Science and Technology in Disaster Risk Management.
- ii. To co-operate, assist and share technical expertise to develop training capacity on various themes of use of Science and Technology in Disaster Risk Management including transfer of necessary knowledge and training skills for effective Disaster Risk Management training, joint capacity building activities for GIDM and AAU training resources persons and facilitators.
- iii. GIDM and AAU to identify potential areas to enrich and expand joint-training services to keep up with market demands and the emerging global trends on Agriculture, Climatological, Meteorological Science & Technology in Disaster Risk Management.

3. *Support and promote the rise of Agriculture, Climatological, Meteorological Science & Technology in Disaster Risk Management Knowledge,*

Experience Sharing and Joint Projects

- i. Jointly explore the opportunity for staff empowerment through staff exchange for a short duration, an in-house workshop for knowledge sharing and transfer, and other learning activities under mutually agreed terms and conditions.
- ii. Explore the opportunity to develop joint initiatives to promote Agriculture, Climatological, Meteorological Science & Technology in Disaster Risk Management knowledge building including joint research, seminar and academic meetings, study documentation, and case study on Agriculture, Climatological, Meteorological Science & Technology in Disaster Risk Management themes and sub-themes.
- iii. Support and promote existing Agriculture, Climatological, Meteorological Science & Technology in Disaster Risk Management networks, forums, working groups, and other

formal and informal forums and other alternative channels for spatial & Geospatial technology in Disaster Risk Management knowledge sharing at state, national and international levels.

- iv. Consultancy Advisory service on relevant matters as and when required

4. Confidentiality

- (a) All information and documents to be exchanged pursuant to the Memorandum of Understanding will be kept confidential by the parties and will be used subject to such terms as each party may specify. The parties will not use the information for purposes other than 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 this agreement and the disclosure of the confidential information do not grant or imply and 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 technicians and exchanged under the provisions of this MoU will not be transmitted to a third party, unless otherwise agreed by the parties in writing.

5. Intellectual Property and Publications

5.1 General Clauses:

- (a) Each party will ensure appropriate protection of Intellectual Property Rights (IPR) generated from cooperation pursuant to MoU, consistent with laws, rules and regulations of India.
- (b) 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 party concerned.
- (c) In case of research results obtained through joint activities, the grant of IPR will be sought by both the parties jointly and once granted these rights will be jointly owned by the parties. 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 consent of the other party in writing.

5.2 Publication:

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 the both the participants. It may however be ensured that the official emblem and logo is not misused.

6. Terms and Termination

- (a) This MoU will remain valid for **five years** from the date of signing by both parties.
- (b) This MoU may be amended, renewed, or terminated by mutual agreement. The termination shall be by a prior notice of less not than three months by either the party.
- (c) In case of termination, mutual concern/agreement has to be arrived for the protecting and respecting the obligations of either of the parties under confidentiality and ongoing joint research programme/projects.

7. Dispute Settlement Mechanism

All disputes arising between the parties in any way connected with this agreement or regarding the interpretation of the context thereof shall be resolved amicably on mutual consultations and negotiations between the parties. If the matter remains unresolved, the same will be referred to Vice chancellor, AAU, Anand and Director General, GIDM whose decision will be final.

Notwithstanding, anything mentioned in the above para, the party to this MOU with written mutual consent may take recourse of any alternative dispute settlement mechanism.

8. Amendment

This Memorandum of Understanding is hereby concluded in terms of understanding of parties about the law of contract and intended to regulate thereby. However, party with the written mutual consent of the other party to facilitate settlement of dispute or implementation of the provision of this agreement may amend any provision of this agreement

9. Force Majeure

Force Majeure is an event for which both parties cannot hold accountable. For events that constitute force majeure, they must be unforeseeable, external to both parties, and unavoidable. Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations, if the non-performance results from such Force Majeure circumstances as Flood, Fire, Pandemic, Earthquake and other hazardous events/unforeseen events, as well as War, Military operations, blockade, Acts or Actions of state Authorities or any other circumstances beyond the control of the

parties that might arise after the conclusion of the MoU. In the event of any dispute arising out of Force Majeure wherein any of the parties under this agreement is unable to meet the specific requirement due to the reasons beyond the control of the organization, the same may be resolved on mutually agreeable terms and conditions including waiver if applicable with regard to time, space, quantity or quality of the deliverables.

10. Functionaries

Dr. Sandeep Pandey (Associate Professor cum Sr. Prog. Manager), GIDM

Dr. Manoj Lunagariya, Associate Professor & Head, Dept. of Agril. Meteorology, BACA, AAU

11. Signature and Seal

This MoU is executed in duplicate with each copy constituting an official version and having equal validity. By signing below, the parties, acting in their duly authorized capacities, agree to execute the terms of this MoU, effective from the date of signing.

In WITNESS WHEREOF the undersigned duly authorized thereto, have signed this MoU.

On behalf of

Gujarat Institute of Disaster Management

Anand Agriculture University (AAU), Anand

By:

By:

Name:

Name:

Designation: Director General

Designation:

Witness:

Witness:

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2.