

MoUs for approval

ANAND AGRICULTURAL UNIVERSITY

ANAND – 388 110

Read: Resolution of 43rd Meeting of Board of Management held on 24-09-2016 vide item No. 43.25

NOTIFICATION

It is hereby notified to all concerned that the 43rd Meeting of Board of Management held on 24-09-2016 vide item No. 43.25 has resolved as under:

"It is resolved that as per the recommendation of the 8th Agricultural Research Council, it is resolved that Board of Management approves the MoU [Annexure-A] signed with University of Agricultural Science, Dharwad for its implementation in AAU, Anand."

NO. AAU / DR / T-3 / 8371 / 2016
Date: 28.10.2016

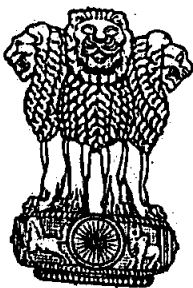

DIRECTOR OF RESEARCH &
DEAN P.G. STUDIES

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 / Associate Deans of this University.
5. All Unit / Sub Unit Officers of this University.
6. Registrar, Anand Agricultural University, Anand

Copy to:

1. PS to Vice-Chancellor, Anand Agricultural University, Anand
2. All Branches of this Section.
3. S.O. File.
4. Dean / Principal, Veterinary College, AAU, Anand for information and necessary action.

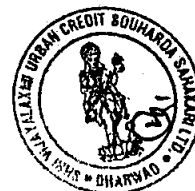
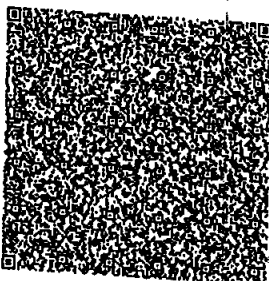


सत्यमेव जयते

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e-Stamp

Certificate No. : IN-KA71111056470171M
Certificate Issued Date : 28-May-2014 11:26 AM
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Purchased by : UNIVERSITY OF AGRICULTURAL SCIENCE DHARWAD UASD
Description of Document : Article 12 Bond
Description : AGREEMENT
Consideration Price (Rs.) : 0
First Party : (Zero)
Second Party : ANAND AGRICULTURAL UNIVERSITY AAU ANAND GUJARAT
Stamp Duty Paid By : UNIVERSITY OF AGRICULTURAL SCIENCE DHARWAD UASD
Stamp Duty Amount (Rs.) : UNIVERSITY OF AGRICULTURAL SCIENCE DHARWAD UASD
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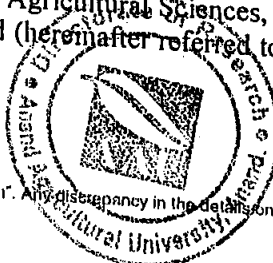
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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this 31..day of July..(Month), 2014 between Anand Agricultural University (AAU) established and incorporated by Gujarat Act No. 5 of 2004 (Gujarat Agricultural Universities Act, 2004) having its registered office at Anand 388110, Gujarat, India (hereinafter called "AAU, Anand" which expression shall include its successors in interest/business and permitted assigns) of the one part.
And

University of Agricultural Sciences, Dharwad established on October 1st 1986. The University is a statutory university established under, The University of Agricultural Sciences, Dharwad (Act #10 of 2010) having its (registered/ principle) office at Dharwad (hereinafter referred to as "UAS, Dharwad"

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



which expression shall unless repugnant to the context includes its successors and permitted assigns) of second part.

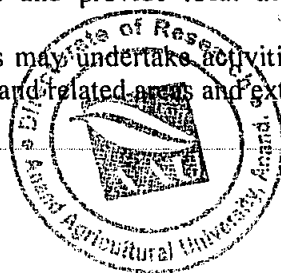
- UAS, Dharwad was established with the following objectives:
- Making provision for imparting education in different branches of study, particularly agriculture, horticulture, veterinary and animal sciences, forestry, fisheries, agricultural engineering, home economics and other allied sciences.
- The advancement of learning and research, particularly in agriculture and other allied sciences and undertaking the extension of such sciences to the rural people of the state.
- The university is offering high quality UG, PG, Ph.D. programmes and is actively involved in the research activities.
- Production and supply of quality seeds to the farming community.

Important crops of the region are sorghum, cotton, rice pulses, chilli, sugarcane, groundnut, sunflower, wheat, safflower and many horticultural crops. The university is involved in large scale seed production of different classes of seed. The modified seed village concept wherein the farmers' participatory seed production is undertaken has been recognised as 'Dharwad Model' at national level. The University has well established ultra modern seed processing and storage facilities. An international standard seed testing laboratory established at seed unit has all the facilities for testing the seed quality, seed health and genetic purity through molecular markers and GM crop testing.

WHEREAS AAU, Anand is also carrying out research, education and extension in different branches of Agriculture. As a result, a large number of technologies have been generated which have been or which can be licensed to private and public sector industries for commercial exploitation and for social benefit through its Business Planning and Development Unit.

RECITALS

1. AND WHEREAS both AAU Anand and UAS Dharwad recognise that they share some common goals and desirous to establish, a cooperative arrangement towards strengthening research and extension in the area of common interest by sharing infrastructure and expertise ; evolving joint strategies for research fund generation and ultimately reaching the farming community to increase the quality and productivity of the produce.
2. AND WHEREAS both organisations are desirous to associate in all related areas as may be agreed upon for furtherance of knowledge, exchange of information, apt technical and management skill for future economic development in farm sector and works towards effective academic R&D partnership and foster basic and applied research in the area of common interest
3. NOW THE PARTIES HEREBY ACKNOWLEDGE AND DECLARE as follows:
 - 3.1 The Anand Agricultural University and the UAS Dharwad (hereinafter referred to as "the Parties") agree to cooperate for ensuring relevant and quality research in the area of mutual interest in the areas of food technology and biotechnology, and metagenomics.
 - 3.2 Identification and development of joint research proposals for seeking funding from various national and international funding agencies such as ICAR, DBT, BRNS, EEC, Indo-Denmark, Indo-German etc.
 - 3.3 Joint cooperation between the two universities to establish infrastructure at both universities and share the new and already existing infrastructural facilities.
 - 3.4 Share joint publications of the joint research undertaken with due attention to the IPR issues
 - 3.5 Exchange of faculty, research scholars, scientists and students in each other's academic programmes and provide local accommodation for them at respective universities.
4. To start with both universities may undertake activities in the area of food technology and biotechnology, metagenomics and related areas and extend to other areas of mutual interest.



5. Both the parties will manage on their own, financial liabilities that arise out of collaborative research projects.
6. Intellectual property rights: IPR titles or ownership of any product, proprietary information or technology tools, processes, utilities and methodology for any deliverables, new ideas, inventions, innovations or development conceived, developed or made jointly by the Anand Agricultural University and University of Agricultural sciences through this MOU shall remain the property of both the universities.
7. In no event shall either party be liable for any indirect, incidental, special, consequential damages, including, but not limited to loss of profits, revenue, data or use, incurred by the other party in connection with, arising out of or under this agreement save for any such loss suffered resulting from any wilful and negligent act or omission of either of the parties
8. Neither this agreement, nor any activities described herein shall be constructed as creating a partnership, joint venture, agency or other such relationships. Both parties agree that this agreement represents a non exclusive relationship between the parties and nothing contained herein shall preclude either party from participating/initiating similar relationship with third parties.
9. Neither party shall issue any press release, public announcement or other such disclosure concerning this agreement without other party's prior consent as to such release or announcement.
10. This MOU may not be amended without the prior written consent of both the parties.
11. This memorandum shall commence from the date of its signing and shall continue for period of five years from the date there of and be automatically renewed for successive periods of five years, unless either party notifies in writing to the other party of its intention to terminate this MOU ninety days in advance.
12. This Memorandum is not a legally binding contract and under no circumstances does this memorandum subject either of the parties to liability for breach of contract or any other liability under national or international law or any other applicable law.
13. The parties hereby agree that they are not bound exclusively by this memorandum and shall be at a liberty to enter into any separate agreements or arrangements with any third party without reference to the other party.
14. **Termination:** If either party fails to fulfil its respective obligations as set out in the previous clauses of this MoU, both parties shall consult one another with a view to correcting the default by the party concerned. If even thereafter the default is rectified by the defaulting party, the other party may terminate this MoU by giving thirty (90) days notice in writing to the defaulting party provided that such termination shall not affect the rights of the parties to MoU which have been accrued prior to such termination.
15. **Notices:** All notices, requests, demands and other communications under this memorandum shall be given by the respective parties as follows:
16. **Arbitration clause**

In the event of any dispute of differences between the parties, hereto such disputes or differences shall be resolved amicably on the basis of mutual discussions by the signatories or their designated nominees and in the event of failure the matter may be referred to Arbitration in accordance and Conciliation Act 1996 as amended from time to time and shall be subjected to exclusive jurisdiction of courts of Karnataka/Gujarat as the case may be.

17. Force Majeure



Neither of the parties hereto shall be considered in default performance under the memorandum if such performance is prevented or delayed by events such as war, civil war (whether declared or not), civil commotion, insurgency, hostilities, evolution, riots, strikes, lockouts, conflagration, epidemics, fire, flood, drought, earthquakes or any act of god of cause beyond the reasonable control of the party affected provided notices in writing within ten days, failing which, in shortest period by UAS to Anand Agricultural University, Gujarat and vice versa. Soon after the cause of Force Majeure has ceased, the party whose ability to perform its obligation has been affected shall notify the other of such cessation and of the actual delay occurred in affected activity, abducting necessary evidence in support thereof. From the date of occurrence of Force Majeure, the obligation under this MOU shall stand extended by a period equal to the period of delay occasioned by such events.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS AND SEALS ON THE ...31... DAY OF THE MONTH OF July..IN THE YEAR 2014 (.....) HEREIN BEFORE MENTIONED.

R. K. Thakur
 Director of Research
 Anand Agricultural University
 Anand, Gujarat, India



J. S. Jayaram
 Registrar
 University of Agricultural Sciences, Dharwad
 Dharwad, Karnataka, India

WITNESSES

1. *[Signature]*
 Name: Dr. A.M. THAKER
 Address: **DEAN / PRINCIPAL**
 College of Veterinary Science & A.H
 Anand Agricultural University
 ANAND - 388001

2. *[Signature]*
 Name: CHAITANYA G. JOSHI
 Address: ASST. PROFESSOR (ANIMAL BIOTECHNOLOGY)
 ANAND AGRICULTURAL UNIVERSITY
 ANAND-388001, GUJARAT, INDIA

1. *[Signature]*
 Name: Ramesh Bhat
 Address: Associate Professor
 Department of Biotechnology
 UAS, Dharwad

2. *[Signature]*
 Name: P. U. KRISHNARAS
 Address: PROF & HEAD,
 DEPT. OF BIOTECHNOLOGY
 UAS, DHARWAD