MoUs signed between AAU & other Institutions for approval

ANAND AGRICULTURAL UNIVERSITY

ANAND - 388 110

Read: Minutes of 58th Meeting of Board of Management held on 27.07.2023 vide item No. 58.29

NOTIFICATION

It is hereby notified to all concerned that the 58th Meeting of Board of Management held on 27.07.2023 vide item No. 58.29 has resolved as under:

"It is resolved that Board of Management accord post-facto approval of the three new and two renewed MoUs as mentioned below in the field of research and education signed by Anand Agricultural University as recommended by 15th Agricultural Research Council vide item No. 15.7."

| Sr. No. | Name of organization | Main Area |
|---------|--------------------------------------|--|
| 1. | Information and Library Network | To ensure proper system implementation, to |
| | Centre, (An Autonomous Inter- | meet the objectives pertaining to submission and |
| | University Centre of UGC), | access to Electronic Theses and Dissertations |
| | Gandhinagar (Annexure - A (1)) (New) | as envisaged by the UGC. |
| 2. | Banas Dairy, Palanpur | Transfer of Bio NPK-Liquid Biofertilizer |
| | (Annexure - A (2)) (New) | Technology |
| 3. | NDDB, Anand | To collaborate for research and extension |
| | (Annexure - A (3)) (New) | education in Agriculture and allied activities, |
| | | exchange of expertise and staff development |
| | | programmes. |
| 4. | Assam Agricultural University, Assam | For Collaboration in Research and Extension |
| | (Annexure - A (4)) (Renewed) | Education, Students and Faculty Exchange |
| 5. | The Governors of University of | Mobility of graduate and / or undergraduate |
| | Alberta, Canada | students. Participation in seminars and academic |
| | (Annexure - A (5)) (Renewed) | meeting. Exchange of academic materials and |
| | | other information. Special short-term academic |
| | | programs. |

3842 NO. AAU / DR / T-3 / Date: 04.08.2023

/ 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.નં. આફ્યુ /રજી / એકે(મીટીંગ)/(૧૩૩)/૯૭૫૮-૯૭૬૬/૨૦૨૩, તા.૦૪.૦૮.૨૦૨૩. 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. Concerned Scientist of AAU for information and necessary action.

INFLIBNET Centre

Memorandum of Understanding (MoU) for Shodhganga/Shodhgangom

(A Repository of Theses and Dissertations submitted to the Universities in India)

This Memorandum of Understanding (MoU) is made and entered into on (O1 (Day) ()4 (Month) 2023 (Year) between the INFLIBNET Centre, an IUC of University Grants, Commission located at Gandhinagar, hereinaffer referred to as "INFLIBNET" and ANAND ASKIN TURN LINIVESTIVE INVESTIGATION.

"INFLIBNET" and ANAND AGRICULTURAL LINEAGINUTIVE IN Deemed University / Deemed University / Inter-University Centre), here in after referred to as the 'University'.

WHEREAS: INFLIBNET Centre, an Inter-university Centre of the University Grants Commission, as its mandate, promotes open access to schelarly content generated in universities. The Centre has computers, network, software infrastructure and technical know-how required for nosting electronic versions of theses and dissertations in open access with interface to search, retrieve and access these content.

WHEREASANAND AGRICUTURAL UNIVERSITY (University / Deemed = University / Infer University Centre) has agreed to take part in the process of digitisation of old theses and dissertations (not available in computerized machine-readable format) and building-up of digital repository and to promote, share and host its ETD in Shodhganga: A reservoir of Indian theses submitted to the Universities in India and other universities in open access. 'Shodhganga' is a name coined by INELIBNET Centre for refering to the respository of Indian Electronic Theses and Dissertations. The word "Shodh" organites from Sanskrit and stands for research and discovery. The 'Ganga' is the hollest, longest and largest river in Indian subcontinent which has held heart of its people captive and drawn millions of people to its banks since the dawn of history. The Ganda is the symbol of India's age-long culture and civilization, ever changing, ever flowing, eyer loved and revered by its people. "Shodhganga", a repository of theses and dissertations submitted to indian universities, is expected to keep growing to a formidable size as more and more researchers from India submit their research works to this ever growing reservoir. Under the initiative called "ShodhGangotn", research scholars / research supervisors in universities are requested to deposit electronic version of approved synopsis submitted by research scholars to the universities for registering themselves for the Ph.D. programme.

This Memorandum of Understanding (MoU) defines responsibilities, liabilities and commitments of the institutions involved to ensure proper system implementation, to meet the objectives pertaining to submission, and access to Electronic Theses and Dissertations as envisaged by the UGC vide its Notification (Minimum Standards & Procedure for Award of M.Phil/Ph.D. Degree), Regulation, 2009 dated 1st June, 2009 / amendment made on 5th May 2016.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, INFLIBNET and the University agree to the following terms and conditions:

1. INFLIBNET Centre

1. Provide access to ETD hosting server(s) at the INFLIBNET Centre 'Shodhganga'/Shodhgangotri to the University with accompanied software interface enabling University / its student to create metadata and upload their theses and dissertations in ETD repositories designed for this purpose. The INFLIBNET will take the responsibility of keeping the data intact—and usable, keep back-up of the data so as to avoid its loss. The INFLIBNET will deploy.

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tools and techniques of digital preservation to ensure continuing access to scholarly content in digital formats and to protect them from media failure, physical loss and obsolescence

- 2. Recommend to the UGC to extend financial assistance to the Universities under Sections 12(B) and 2(f) of UGC Act for digitization of theses and dissertations not available in computerized machine-readable format and the for procurement and installation of a suitable computer system / Infrastructure for creation of ETDs.
- Provide configuration of system, specifications and technical guidance to the University for procurement of computer hardware and related systems for settingup of ETDs.
- 4. Provide guidelines, technical standards and specifications for digitization of Ph.D. theses submitted to the university in past and for theses not available in computerized machine-readable format.
- 5. Impart training to at least one person from the university (from library field and / or from computer field) in creation, updation and computerized operation of digital repositories of EIDs especially on Shodhganga
- Extend access to an anti-plagiarism software or provide services to evaluate theses for possible plagiarism and submit a report to the concerned university.
- 7. The INFLIBNET may refuse to host any material deemed by the INFLIBNET to be controversial in nature or is in violation of copyright act.
- 8. This right of refusal will not relieve the University / Ph.D. scholar of liability, both to INFLIBNET and to the public, for matter contained in the theses that may be libelous or actionable and to both INFLIBNET and copyright owners for copyright infringement by the Ph.D. Scholar.
- 9. The INFLIBNET Centre will not be responsible for i) errors, omissions, inaccuracies and quality of content or misinformation or for any damages caused to the user or any third party from the use of content provided in the theses; ii) safety and archiving of loaded content in cases of force majeure, including natural calamities; and iii) printed version of theses.
- 10 INFLIBNET Centre will recommend or provide access to plagiarism software which university may use to detect plagiarism before awarding the degree.
- 11. The INFLIBNET Centre replicates the content of theses and dissertations on different server and other auxiliary storage media. However, the INFLIBNET Centre does not take the responsibility for the archiving or backing up of loaded content. The universities, therefore, should also keep a back-up of their theses and dissertations.

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12 INFLIBNET Centre also maintains a repository called "Shodhgangotri" for hosting the approved synopses of research topic submitted to the universities by the students for registering themselves under the doctoral programme. Research students/their supervisors are encouraged to submit approved synopses/research proposals and register their priority on a research proposal through the repository.

II. The University

- 1. The University would grant non-exclusive worldwide license to the INFLIBNET Centre for hosting and distributing their theses in digital format in 'Shodhganga'/ 'Shodhgangotri' or any other server designated for this purpose.
- The University /-its researcher scholars agree to host / upload a computerized machine-readable file in mutually agreed format of all theses on to the 'Shodhgangat/'Shodhgangotr' server at the INFLIBNET.
- 3. The University will not hold INFLIBNET Centre responsible for any errors and omissions contained in the original theses.
- The University commits to digitize theses and dissertations and their bibliographic records submitted to the university and provide necessary infrastructure including manpower support for operation of ETDs.
- Commits to utilize the assistance provided by the UGC on recommendation of the INFLIBNET for implementation of ETDs including their digitization.
- 6. Deputes at least one person from the university (from library field or from computer field) for undergoing training on implementation of ETD organized by the INFLIBNET and ensure that the person trained by INFLIBNET on ETD is / are deployed for the same job.
- 7. Arranges to provide training to research scholars or users of its library and staff of colleges affiliated to University in creation of electronic version of theses and their deposition in the ETDs.
- Ensures use of standard software and metadata schema suggested / provided by the INFLIBNET for setting-up / development / operation of its ETDs.
- Creates bibliographic records of all theses and dissertations submitted to the university in standard bibliographic formats prescribed by the INFLIBNET Centre from time-to-time and contributes these records for inclusion in the INFLIBNET's Union Catalogue (IndCat).
- 10. Commits to sharing of library ETD resources / databases with the INFLIBNET Centre as well as with other universities.

V

- If the University would agree to host their ETDs in the digital repositories Shodhganga or other servers' set-up at the INFLIENET Centre, and grant non-exclusive licence to the Centre to make electronic version of theses in full-text (theses that are been digital as well as those that are digitized using scanners I digital cameras) accessible through open access ETD.
- The University shall not use electronic version of theses digitized using funds given by the UGC for any commercial purposes. The University shall not rent, sell or license the use of or deliver or release or otherwise part with the possession of the systems / software or the INFLIBNET ETDs databases, Shodhganga or any part thereof to any other party (individual, institution, organization, etc.)
- 13. The University will also commit their own funds or grants for fulfillment of the project on implementation of ETDs demands more resources and funds to complete it.
- 14. The University will use the plagiarism software recommended by the INFLIBNET and made accessible to test the thesis submitted by the student for plagiarism before awarding the Degree. If the university is not subscribing to such software, it will use the software from the nearest Regional Centre, if any.
- 15. University would encourage and ensure that Research Scholars/ Research Supervisors deposit host their approved Research Proposals/ approved synopses on the "Shodhgangotri" once Ph.D. is registered.

III, Termination

Both, the Parties, will have rights to terminate the MoU at any time in case of breach of obligations and terms and conditions of the MoU. This MoU signed hereunder may be terminated by either party at anytime upon ninety (90) days prior written notice. Upon termination of this Agreement, the INFLIBNET / University will stop hosting their theses immediately while keeping the theses already deposited by the University in its archives for its users. The University shall stop using the INFLIBNET's ETD facilities and databases and return any software / hardware or digitized content provided by or through the INFLIBNET, back to INFLIBNET within the 3 months notice period.

IN WITNESS WHEREOFF, the parties hereto executed this MoU on this date above mentioned.

UNIVERSITY:

Vice Chancellor / Registrar or designated authority

Dr. K.B. Kathiria (Name, Signature and Seal)

VICE CHANCELLOR
Anand Agricultural University
ANAND

INFLIBNET@

Prof J P Singh Joorel

Director

INFLIBNET Centre

An IUC of University Grants Commission.

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Infocity Gandhinagar - 382 007

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इनिपेलंबनेट केंद्र

शोधगंगा / शोधगंगोत्री हेतु सहमति ज्ञापन (एमऔय)

(भारत में स्थित विश्वविद्यालयों को प्रस्तुत किए जाने वाले शोध निवृध और प्रवंध का संग्रह)

यह सहमति ज्ञापन (एमओयू) इनिष्लबनेट केंद्र (गाँधीनगर स्थित विश्वविद्यालय अनुदान आयोग का एक अंतर विश्वविद्यालय केंद्र) जिसे इसमें इसके बाद इनिष्लबनेट और डिप्रिंग (विश्वविद्यालय/मानद विश्वविद्यालय / अंतर विश्वविद्यालय केंद्र) जिसे इसमें इसके बाद विश्वविद्यालय केंद्र) जिसे इसमें इसके बाद विश्वविद्यालयों के रूप में संदर्भकित किया जाएगा, जिसके मध्य (दिन) .0% ... महीना २०२३ (वर्ष) को सहमति-निर्मित और निष्पादित किया गया।

जबकि, इनिप्लबनेट केंद्र , विश्वविद्यालय अनुदान आयोग का एक अंतर विश्वविद्यालय केंद्र हैं, जैसा कि अधिदेशित हैं, यह विश्वविद्यालयों में स्जित विद्वतापूर्ण सामग्री की खुली पहुँच की बढ़ावा देता हैं। केंद्र के पास शोध निबंधों और शोध प्रबंधों की खोज, पुनर्प्राप्ति और उपयोग की अवाध पहुंच सुनिश्चित करने वाले अंतरापृष्ठ के साथ इन शोध निबंधों और शोध प्रबंधों के इलेंक्ट्रॉनिक संस्करण की होस्ट करने के लिए आवश्यक कम्प्यूटर (संगणक), सॉफ्टवेयर संरचना और तकनीकी जानकारी है।

जहाँ कि उस्पूर्ण क्रिस्ट्रिय क्रिट्रिय क्रिस्ट्रिय क्

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कियाहै, गंगा नदी भगरत की अत्यंत प्राचीन संस्कृति और सभ्यता, परिवर्तनशीलता, अनवरता प्रवाह, सतत प्रेम और श्रद्धा का प्रतीक है। भारतीय विश्वविद्यालयों में प्रस्तुत शोधपक्षों के एक संग्रह के रूप में "शोधवागा" का स्थान अत्यंत विस्तृत व महत्वपूर्ण है। भारत के अधिक से अधिक शोधकर्ता इस संग्रह में अपना महत्वपूर्ण शोध कार्य जमा करते हैं - विश्वविद्यालयों के अनुसंधानविद (अनुसंधान पर्यवेक्षकों से अनुसंधान हैं कि वे अनुसंधानकर्ताओं द्वारा प्रस्तुत अनुमोदित सिनोप्सिस का इलेक्ट्रॉनिक संस्करण जो कि उन्हों ने पीएचड़ी कार्यक्रम हेतु पंजीकृत किया है शोधगंगीत्री में जमा करें।

यह सहमति ज्ञापन, (एमओयू) बिश्वशिद्यालय अनुदान आयोग द्वारा नारी अधिसूचना (एमफिल/पीएचडी) डिग्री प्रदान करने हेतु न्यूनंतम मानदंड और प्रक्रिया विनियम 2009 दिनांक 1 जून, 2009 /5 मई, 2016 को किया गया संशोधन, में निहित शर्तों के अधीन, संस्थान के उत्तरदायित्यों, देयताओं तथा वचनबद्धताओं को परिभाषित करता है, जिसके अंतर्गत उचित व्यवस्था के कार्यान्वयन को मुनिश्चित करना, इसमें शामिल संस्थानों की प्रतिबद्धता तथा इलेक्ट्रॉनिक शोध एवं शोध प्रबंध को प्रस्तुत करने और उपयोग करने से संबंधित उद्देश्य को पूरा करना शामिल है।

इस परिप्रेक्ष्य में अब इनिपलबनेट और विश्वविद्यालय/ संस्थान निम्नलिखित शर्ती के अनुसार आपस में यह सहमती करते हैं।

इनिपलबनेट केंद्र

- 1. इनिप्लबनेट केंद्र विश्वविद्यालय को सॉफ्टवेयर अंतरापृष्ठ सिक्रिय करने तथा विद्यार्थियों द्वारा मेटाडेटा सृजित करने व शोध निबंध व शोध प्रबंध अपलोड करने के उद्देश्य को पूरा करने हेतु शोधगंगा / शोधगंगोत्री में ई.टी.डी. होस्टिंग सर्वर की सुगमता प्रदान करेगा। इनिप्लबनेट डेटा को अक्षुण्ण और उपयोगी बनाए रखने की जिम्मेदारी लेगा तथा इसके नुकसान से बचने के लिए डेटा का बैक्अप रखेगा। इनिपलबनेट डिजिटल संरक्षण संबंधी उपकरण व तकनीक का संस्थापन करेगा तोकि डिजिटल फॉर्मेट में विद्वतापूर्ण सामग्री की अनवरत सुगमता में सुनिश्चित हो सके तथा माध्यम की विफलता के साथ-साथ, भौतिक हानि व अप्रचलन से भी इनकी संरक्षा करेगा।
- यूजीसी अधिनियम की धारा 12(B) और 2(f) के तहत् विश्वविद्यालयों को वित्तीय सहायता का विद्यार करने के लिए यूजीसी को सिफारीश करेगा ताकि कम्प्यूटरीकृत मशीन पर पठनीय

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प्रारूप में अनुपलब्ध शोध प्रबंध और शोध निबंध का डिजीटलीकरण किया जा सके और / या ई.टी.डी. के निर्माण के लिए उपयुक्त कम्प्यूटर प्रणाली / आधारभूत सरवना की अधिप्राप्ति और संस्थापन किया जा सके।

- ई.टी.डी. की स्थापना हेतु कम्प्यूटर हार्डकेयर और संबंधीत प्रणालियों की खरीद के लिए सिस्टम विनिर्देशों और तकनीकी मार्गदर्शक प्रदान करेगा।
- 4. पूर्व में विश्वविद्यालय को प्रस्तुत पीएवडी शोध तथा साथ ही साथ कम्प्यूटरीकृत मशीन पठनीय फॉर्मेंट में जो शोध उपलब्ध न ही उनके डिजिटलीकरण के लिए दिशा-निर्देश, तकनीकी मानदंड और विनिर्देश त्य करना।
- 5. मुख्यतः शोधगंगा पर ई.टी.डी. के डिजिटल संग्रह के सृजन, अद्यतनव कम्प्यूटरीकृत प्रचालन के संबंध में विश्वविद्यालय (पुस्तकालय के क्षेत्र तथा / अथवा कम्प्यूटर के क्षेत्र) से संबंधीय कम से कम एक व्यक्ति को प्रशिक्षण प्रदान करना।
- 6. संभिनत साहित्यिक चोरी हेतु शोध का मूल्यांकन करने के लिए एक साहित्यिक चोरी विरोधीं सांफ्टवेयर की सेवाएं प्रदान करना।
- 7. विवादास्पद स्वरूप की किसी भी सामग्री को होस्ट करने अथवा प्रतिलिप्याधिकार के उल्लंघन से संबंधित किसी भी सामग्री की इनिपलबनेट होस्ट करने से इनकार कर सकता है।
- 8. इनिप्लबनेट की अस्वीकृति के इस अधिकार के बावजूद विश्वविद्यालय / शोध अध्येता इनिप्लबनेट और जनता दोनों के प्रति उनके शोध-प्रबंध की सामग्री के मानहानिकारक होने या वाद-योग्य होने या फिर शोध-अधेय्ता द्वारा इनिप्लबनेट और प्रतिलिप्याधिकार स्वामी दोनों के प्रति प्रतिलिप्याधिकार अतिलंघन दायित्वों से मुक्त नहीं होते।
- 9. इनल्फिबनेट केंद्र उत्तरदायी नहीं होगा। (i) त्रुटियों, चूक, गलतियाँ और सामग्री की गुणवत्ता या गलत जानकारी से उपयोगकर्ता या किसी तीसरे पक्ष को होनेवाले किसी भी नुकसान के लिए (ii) प्राकृतिक आपदाओं सहित किसी अप्रत्याशित घटना के संदर्भ में अपलोड की गई सामग्री की सुरक्षा और पुन:लेखन के लिए; और (iii) शोध प्रबंध के मुद्रित संस्करण के लिए।
- 10. विश्वविद्यालयों द्वारा डिग्री प्रवात करने से पूर्व साहित्यिक चोरी का पता लगाने लिए उपयोग करने हेतु इनिप्लबनेट केंद्र साहित्यिक चोरी के सॉफ्टवेयर की सिफारिश करेगा या उपलब्ध कराएगा।
- 11. इनिपलबनेट केंद्र शोध निबंधों और शोध प्रबंधों की सामग्री की प्रतिकृति विभिन्न सर्वर और अन्य सहायक संग्रहण मीडिया पर रखता है। हालांकि, इनिपलबनेट केंद्र, लोडेड सामग्री के

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पुन:लेखन या पुर्तिकर व्यवस्था बनाने की जिस्मेदारी नहीं लेता है। इसेलिए, विश्वविद्यालयों को भी अपने शोध निवधों व शोध प्रबंधों की पुर्तिकर व्यवस्था रखनी चाहिए।

12. डॉक्टोरल कार्यक्रम के अंतर्गत विद्यार्थियों के पंजीकरण हेत उनके द्वारा विश्वविद्यालयों की प्रस्तुत शोध प्रसंग की अनुमोदित सार संक्षेप की होस्ट करने हेतु इनिष्लबनेट केंद्र एक संग्रह का भी अनुरक्षण करता है, जिसे 'शोधगगोत्री' कहते हैं। शोध छात्रों / उनके पर्यविक्षकों की अनुमोदित सार संक्षेप (सितांप्सिस) / शोध प्रस्ताव को प्रस्तुत करने तथा संग्रह के माध्यम से उनके शोध प्रस्ताव की प्राथमिकता की दर्ज के लिए प्रोत्साहित किया जाता है।

॥. विश्वविद्यालय

- 1. विश्वविद्यालय, इस कार्य हेतु शोधगंगाः शोधगंगोत्री अथवा किसी अन्य सर्वर में शोध को डिजिटल फाँमेंट में होस्ट करने व वित्रित करने हेंतु इनिपलबनेंट को विश्वव्यापी अनेकांकित अनुज्ञापित प्रदान करेगा।
- विश्वविद्यालय, उनके शोधकर्ता विद्वान सभी शोध निबंधों को पारस्परिक सहमति आधारित मशीन-पठनीय फाइल में शोधगंगा / शोधगंगीत्री सर्वर पर अपलोड करने की सहमति देंगे।
- विश्वविद्यालय, मूल शोध में निहित चूक व त्रुटि के लिए इनिपलबनेट केंद्र को जिम्मेदार नहीं ठहराएगा।
- 4. विश्वविद्यालय, प्रस्तुत शोध निबंधों व शोध प्रबंध तथा ग्रंथ सूची रिकॉर्ड को डिजिटलीकृत करने के लिए वचनबद्ध होगा तथा साथ ही यह ई.टी.डी. के संचालन के लिए जनशक्ति सिहत बुनियादी ढींचा प्रदान करेगा।
 - 5. विश्वविद्यालय, डिजिटलीकरण सहित ई.टी.डी. के कार्यान्वयन हेतु इनिपलबनेट की सिफारिश पर विश्वविद्यालय अनुदान आयोग द्वारी प्रदत्त सहायता का उपयोग करने के लिए प्रतिबद्ध हैं।
- 6. इनिप्लबनेट द्वारा आयोजित ई.टी.डी. के कार्यान्वयन पर प्रशिक्षण लेने के लिए विश्वविद्यालय (पुस्तकालय क्षेत्र या कंप्प्यूटर क्षेत्र से) के कम से कम एक व्यक्ति को प्रतिनियुक्त करेगा और सुनिश्चित करेगा कि इनिप्लबनेट द्वारा ई.टी.डी. हेतु प्रशिक्षित व्यक्ति उसी कार्य हैतु अभिनियोजित है।
 - ग. यह शोध निबंधों के इलेक्ट्रॉनिक संस्करण के मृजन व ई.टी.डी. में उनके अभिसाक्ष्य के संबंध में विश्वविद्यालय से संबंध कॉलेजों के कर्मियों व अनुसंधानकर्ताओं अथवा पुस्तकालय के प्रयोक्ताओं को प्रशिक्षण प्रदान करने की व्यवस्था करेगा।

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- 8. अपने ई.टी.डी. में संस्थापन मिविकास / प्रचालन हेर्नु इनिपेलवनेट द्वारा मुझाए गेण मानक साफटवेयर और मेटाडेटा स्कीमों का उपयोग सुनिश्चित करेगा।
- 9: विश्वविद्यालय समय-समय पर सभी शोध निवधो और शोध प्रबंधों के ग्रंघ सूची संबंधी अभिलेख बनायेगा और इंतू अभिलेखों को इतिमलबनेट यूनियन कैटलॉग (Indéat) में शामिल करने के लिए योगदान देगा।
- 10. विश्वविद्यालय ई.टी.डी. संसोधन / डेटाबेस को इनिप्लबनेट केंद्र व अन्य विश्वविद्यालयों के साथ सांझा करने के लिए बचनबद्ध होगा।
- 11. तिश्वितद्यालग अपने ई.टी.डी. को इनिश्लिबनेट सेन्टर में स्थापित 'शोधगंगाया अन्य सर्वर' पर डिजिटल संग्रह में होस्ट करने के लिए समहत होगा और केंद्र को संपूर्ण शोध निबंध का इलेक्ट्रॉनिक संस्करण बताने (वे शोधपत्र जो डिजिटल हो और साथ ही वे जो स्कैनर्स या डिजिटल कैंगरों का उपयोग करके डिजिटल किये हैं) के लिए अबाधित पहुँच ई.टी.डी. के माध्यम से अनेकांकित अनुजापित प्रदान करेगा।
- 12. विश्वविद्यालय यूजीसी द्वारा दी गयी धनराशि के उपयोग से तैयार किए गए शोधप्रबंधों के डिजिंटल संस्करण का प्रयोग से किसी भी वाणिज्यिक उद्देश्यों के लिए नहीं करेंगा । विश्वविद्यालय किसी भी अन्य पक्ष (व्यक्ति, संस्था, संगठन आदि) को इनिज्जबनेट के सिस्टम / सॉफ्टवेयर या ई.टी.डी. डेटाबेस, शोधगंगा या इसके किसी भी हिस्से को किराये पर, विक्रय या इसके प्रयोग हेतु अनुज्ञापित या वितरित या जारी या इसके किसी हिस्से पर किसी और के साथ अधिकार सांझा नहीं करेगा।
- 13. यदि ई.टी.डी. के कार्यान्वयन संबंधी परियोजना को पूरा करने के लिए और अधिक संशाधनों अथवा निधि की आवश्यकता होगी, तो इस स्थिति में विश्वविद्यालय इस परियोजना को पूरा करने के लिए अपनी स्वयं की निधि अथवा अनुदान का उपयोग करने हेतु वचनबद्ध होगा।
- 14. विश्वविद्यालय, इनिएलबनेट द्वारा अनुशासित साहित्यिक चोरी पता करने के सॉफ्ट्वेयर का उपयोग करेगा और शोध उपाधि प्रदान किए जाने से पूर्व साहित्यिक चोरी के लिए छात्र द्वारा प्रस्तुत किए गए शोध प्रबंध का परीक्षण करने के लिए इसे उपलब्ध करायेगा । अगर विश्वविद्यालय इस सॉफ्टवेयर की सवस्थता नहीं ले रहा है तो वह किसी भी अन्य तजदीकी क्षेत्रीय केंद्र पर उपलब्ध सॉफ्टवेयर का उपयोग करेगा।
- 15. विश्वविद्यालय शोध अध्येताओं / शोध पर्यवेक्षकों को एक बार पीएचडी पंजीकृत हो जाने के उपरांत शोधगंगोत्री पर अपने अनुमोदित अनुसंधान प्रस्तानों / अनुमोदित शोध सार संक्षेपों को हीस्ट करने के लिए प्रोत्साहित करेगा।

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इस सहमित ज्ञापन के दायित्वों व शर्तों के उल्लंघन के मामले में किसी भी समय दोनों पक्षों हारा हम तह जापन को रह करने का अधिकार होगा एवं हस्ताक्षरित सहमित ज्ञापन को रोनों पक्षों हारा किसी भी समय 90 दिन की लिखित सूचना मेर रह किया जा सकता है। इस सहमित की समाप्ति के उपरांत इनिपलंबनेट / विश्वविद्यालय तत्कां प्रभाव से अपने शोध प्रवंधों को होस्ट करना रोक देंगे हालांकि पहले में ही जमा किए गए शोध-प्रवंधों को विश्वविद्यालय अपने अभिलेखानार में अपने उपयोगकर्ताओं के उपयोग के लिए सुरक्षित रखेगा। विश्वविद्यालय को इनिपलंबनेट द्वारा प्रवान की जा रही ई टी.डी. सुविधा और डेटाबेसों का उपयोग बंद करना होगा। नोटिस अवधि के तीन महीनों के बंदर इनिपलंबनेट के किसी भी सौपटवेयर / हार्डवेयर या उसके माध्यम से डिजिटलीकृत की गई सामग्री को इनिपलंबनेट को पुनः वापस करना होगा।

जिसके साक्षी रूप में, पक्षों ने उल्लेखित दिनांक को इस सहमति ज्ञापन को निष्पादित किया।

विश्वविद्यालय

कुलपति / कुल्रसर्चिव या नामित प्राधिकारी

Hestaile.

क्र. K.B. Kathiria (नाम, हस्ताक्षर और मुहर)

VICE CHANCELLOR
Anand Agricultural University
ANAND

इनपिलबनेट

प्रो जे पी सिंह जूरैल निदेशक

इनपिलंबनेट केंद्र

विश्वविद्यालय अनुदान आयोग

के अंतर विश्वविद्यालय केंद्र

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Article 5(h) Agreement (not otherwise provided for

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BANAS DAIRY PALANPUR

ANAND AGRICULTURAL UNIVERSITY ANAND

ANAND AGRICULTURAL UNIVERSITY ANAND

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(Three Hundred only)



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MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MoU) is made on this ______ day of ______ month, Two Thousand and Twenty Three By AND BETWEEN Anand Agricultural University established and incorporated by Gujarat Act No. 5 of 2004 (Gujarat Agricultural University Act 2004) having its registered office at Anand-388110 here in after referred to as "AAU, Anand" the ONE PARTY.

AND

Banaskantha District Cooperative Milk Producer's Union Ltd., Palanpur (BANAS DAIRY) established and incorporated under the Companies Act, 1956, having its registered office address Banas Dairy, P.B. No. 20, Palanpur - 385001, District Banaskantha, Gujarat as the OTHER PARTY.

WHEREAS BANAS DAIRY, Palanpur being desirous of commercializing and transferring to end user, Bio NPK-Liquid biofertilizer Technology developed by Department of Agricultural Microbiology, B.A. College of Agriculture, AAU, Anand from the date of signing this MoU by the Anand Agricultural University on nonexclusive basis.

This Memorandum of Understanding (MoU) defines the role and responsibilities of the participating agencies, monitoring and other matters related to commercializing Bio NPK Liquid biofertilizer Technology (As per published in Indian Patent Journal, No. 50/2014, 12/12/2014) to end user and transferring Technology to BANAS DAIRY, Palanpur from AAU, Anand. The training will be provided by the Dept. of Agricultural Microbiology, AAU, Anand to persons nominated by BANAS DAIRY, Palanpur.



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NOW THE PARTIES HERE TO AGREE AS FOLLOWS:

1.0 Role of BANAS DAIRY, Palanpur

- 1.1 To act as an ethical business partner in commercializing and transferring to end user, Bio NPK-Liquid biofertilizer Technology from AAU, Anand to BANAS DAIRY, Palanpur.
- 1.2 The technology commercialization for subsequent transfer to end user would also involve scientific, technical and other professional advice to be provided to BANAS DAIRY, Palanpur purely on the basis of available expert knowledge.
- BANAS DAIRY, Palanpur has to ensure that the skills which its employees learn from AAU as a part of technology transfer cannot be transferred to any third party.
- 1.3 The technology commercialization for subsequent transfer to end user will involve minimal use of AAU machines/instruments. The concerned scientist(s) will help in identifying the various vendors/suppliers for various machines and instruments to be purchased by BANAS DAIRY, Palanpur. However, there is no binding on BANAS DAIRY, Palanpur to buy from the same vendor(s)/supplier(s) but it should confirm to the specifications as laid down by the concerned scientist(s).
- 1.4 To allow AAU, Anand to check the status of technology commercialization and transfer to end user from time to time.
- 1.5 To pay the entire technology commercialization fee Rs. 15 lakhs + all applicable GOI/GOG taxes etc. to the AAU, Anand on the day of signing MoU by DD / Cheque in favour of AAU BPD Revolving Fund Account payable at Anand. The Cheque / DD should be of nationalized bank only. The technology transfer fee



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- once paid will not be refunded even if BANAS DAIRY, Palanpur decides to drop the technology commercialization assignment at any time before its completion.
- 1.6 The number of visits of concerned scientist from AAU to BANAS DAIRY, Palanpur would be once in two months only at BANAS DAIRY, Palanpur request. BANAS DAIRY, Palanpur will provide transport vehicle and local hospitality. BANAS DAIRY, Palanpur persons can visit AAU to get guidance from time to time. If BANAS DAIRY, Palanpur desires for additional visits of AAU Scientist, then the same should be conveyed to the University at least one week in advance. Such visits will be on mutual consent.

2.0 - Role of AAU Anand

- 2.1 To provide detailed production technology (with set up process) of Bio NPK-Liquid biofertilizer Technology for Azotobacier, Azospirillum, Phosphate/Potash Solubilizer (Bacillus spp.) with effective consortia Mother Cultures through its Department of Agricultural Microbiology.
 - 2.1.1 To provide all consortia Mother Cultures free of cost as and when required by BANAS DAIRY, Palanpur.
 - 2.1.2 The efficiency characters of the cultures covered under FCO need to be specified in FCO- Fertilizer Control Order.
 - 2.1.2.1 The Production technology for producing Bio NPK-Liquid biofertilizer should be as per FCO specifications for the said cultures.
 - 2.1.2.2 To provide technical support for FCO specifications as per the present requirement.



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3.0 Duration of MoU

This MoU will remain in force for a period of one year from the date of signing by both the parties and can be extended for another one year by mutual consent of both the parties but is not mandatory.

4.0 Secrecy

It is hereby agreed that no data/information/cultures or skills which the staff of BANAS DAIRY, Palanpur learn from AAU, Anand shall be transferred to any third party.

5.0 Fees

The fees for the present transfer of technology under this MoU will be Rs. 15.00 lakhs + all applicable GOI/GOG taxes etc.

6.0 Arbitration

In the event of any question, dispute, difference arising what so ever between the parties to this agreement in execution of the agreement or otherwise, shall be referred to an arbitrator to be appointed by mutual consent of both the parties here in. If the parties do not agree on the appointment of arbitrator within a period of two months from the notification by the one party to the other of existence of such dispute, then the arbitrator shall be appointed by AAU, Anand.

7.0 Transfer of Technology

7.1 The technology will be commercialized for transfer to end user on non exclusive basis. Further, transferring the technology to any third party other than MoU party by BANAS DAIRY, Palanpur is not allowed. Any act of such subsequent transfer of Bio NPK-Liquid Bio fertilizer technology by BANAS DAIRY, Palanpur, will account to breach of trust.



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Page 4 of 6

7.2 Methodology will be shared with operation and maintenance (O&M) operator and training their technocrats, O&M operator and BANAS DAIRY, Palanpur will have to assure for confidentiality of methods of production and cultures by undertaking on legal stamp for safety of both the organizations.

8.0 AAU Brand Name

BANAS DAIRY, Palanpur has to mention a line of credit "A technology by AAU, Anand" forever on the packing of the product manufactured with the technology commercialized under this agreement and to be sold in the market.

9.0 Training

Three technicians / technocrats who will be involved in the production process at BANAS DAIRY, Palanpur will be trained at AAU Biofertilizer Laboratory at Department of Agricultural Microbiology, BACA, AAU, Anand for maximum of 20 days including Sundays and holidays during University official working hours. Food and accommodation would be provided on nominal charges.

10.0 Certifications

Acquiring environment and safety as well as other certifications, as per FCO like production, storage and selling licenses for Bio-NPK fertilizers will be the responsibility of the BANAS DAIRY, Palanpur.

11.0 Quality

The other party has to maintain the quality of the product manufactured as per the FCO norms 1985 and amended till date. If the product does not adhere to the specified quality, it cannot be marketed.



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Page 5 of 6

12.0 Governing Law

This agreement shall be governed by the law of India in force and no amendment can be made in this MoU without the mutual agreement of both the Parties. IN WITNESS the Parties here have signed, sealed and delivered this agreement on this 19th day of Month May and year, Two Thousand and Twenty Three.

Signature:

Director

Vc. Managing Director

P. B. No.20, PALANPUR

Witnesses

1. Ohlew Com New Initiatines) Emp. Cole 1500 6511.

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(Dr. PR Vaghele, Sr. Moneyer Eup. No. 1500 2368) Director of Research & Dean PG Studies

Anand Agricultural University

Anand

Witnesses

1. CS.N.Shah

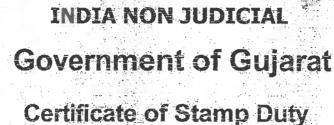
Asso. Director of Research
Anand Agricultural University,

2. Anand-388 110

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Research Scientist & Head Dept. of Microbiology & Biofertilizer Projects B.A.C.A., A.A.U., ANAND







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Description of Document

Description

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Second Party

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ticle 5(h) Agreement (not otherwise provided for)

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MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is executed at Anand on this 12th day of April, 2023

BETWEEN

NATIONAL DAIRY DEVELOPMENT BOARD

NATIONAL DAIRY DEVELOPMENT BOARD, a body corporate constituted under the Act of Parliament called the National Dairy Development Board Act, 1987 (Act No. 37 of 1987) and having its Head Office at NDDB Campus, opposite Jagnath Mahadev temple, Khetiwadi Road, Anand, 388001, Gujarat (hereinafter referred to as the "NDDB" which expression shall unless it be repugnant to the subject or context thereof includes its successors-in-office, administrators and assigns) and represented by Shri Meenesh Shah, Manging Director as the Party of the first part.

AND

ANAND AGRICULTURAL UNIVERSITY

ANAND AGRICULTURAL UNIVERSITY, Established under the Gujarat Agriculture Universities Act-2004 and having its Head Office at Anand, 388110, Gujarat (hereinafter referred to as the "AAU" which expression shall unless be repugnant to the subject or context thereof includes its successors-in-office, administrators and assigns) and represented by Dr. M. K. Jhala, Director of Research as the party of the second part.

NDDB and AAU are hereinafter referred to, individually, as a "Party" or, collectively, as the "Parties".

RECITALS:

WHEREAS, NDDB is an institution of national importance under Section 2 of the NDDB Act. NDDB has been committed to improving the livelihood of dairy farmers. While NDDB has remained dedicated to strengthening the network of the cooperative milk unions across India, it also sought to leverage the strength of the cooperative network for its initiatives in the areas of Manure Management, Fruit and Vegetables, Oilseeds, Beckeeping, propagation of alternate energy sources etc.

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NDDB intends to replicate these initiative through its affiliated institutions across India in collaboration with likeminded organisations;

AND WHEREAS, AAU is established specially with the regional mandate for strengthening of the triple function of education, research and extension education in agriculture and allied fields. The mandate of AAU is to impart education to the students in agriculture and allied fields, to conduct research in order to improve the productivity of rural areas, to undertake basic research to breakthrough newer areas of knowledge, to provide opportunities to observe and understand the life of rural people, to enable the students to inculcate the attitudes and develop skills relevant for grass-root work.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the Parties agree as follows:

1. OBJECTIVES OF THE MOU

- 1.1. To collaborate for research and extension education in Agriculture, Agriculture allied activities especially in the areas of Manure Management, Fruits and Vegetables, Fodder Development, Bee keeping, Oil seeds, environmental protection etc.
- 1.2. To exchange expertise in the area of natural and organic agriculture development.
- 1.3. To undertake joint staff/employee development programmes as and when required.
- 1.4. To share research, laboratory and training facilities as and when required as as per mutually agreed terms.
- 1.5. To represent jointly at various forums to propagate the research, methods, findings, business models developed in collaboration

2. ROLES AND RESPONSIBILITIES

2.1 Role and Responsibilities of NDDB

a) NDDB shall conceptualise and design business models for the activities related to research and development in the agricultural and allied sector as mutually agreed by both parties

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- b) NDDB shall take up propagation of research, findings amongst the farmers across the country.
- c) NDDB shall work with AAU on innovative ideas, research and development in the domains as mentioned in the objectives
- d) NDDB shall extend its training, laboratory facilities and other facilities to AAU as and when required and on availability basis on mutually agreed terms
- e) NDDB shall make available technical knowhow and human resources to
 AAU for the joint collaborative projects to be taken up by both parties
- f) NDDB shall leverage its network in India wherever possible and necessary for success of initiative undertaken in collaboration with AAU

In case NDDB conducts the role above mentioned through its affiliated institutions, NDDB shall remain fully responsible for such role.

2.2 Role and Responsibilities of AAU

- a) AAU shall assist NDDB conceptualising and designing research experiments and ideas and innovations in the areas as mutually agreed by both parties
- b) AAU shall take up scientific research, experiments, field research and studies as decided jointly by both parties on mutually agreed terms
- c) AAU shall extend its training, laboratory facilities and other facilities to NDDB as and when required and on availability basis on mutually agreed terms
- d) AAU shall make available technical knowhow and human resources to NDDB for the joint collaborative projects to be taken up by both parties
- e) AAU shall work jointly with NDDB for propagation, acceptance and representation of various research findings, results of experiments and evolved ideas at various forums and to the policy
- f) AAU shall publish research papers on various findings under the collaboration jointly with NDDB.

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In case AAU conducts the role above mentioned through its affiliated institutions, AAU shall remain fully responsible for such role.

Both parties shall constitute a Coordination Committee consisting of equal number of members as decided from each organization to coordinate all the collaborative work between both parties.

3. FINANCIALS

This MOU shall create neither obligation between the Parties to exchange any funds amongst them nor obligate any of the Parties to make any payments to any third party. The Parties agree to work together in good faith to bring resources and capacities to bear to help meet the objectives of this MOU. Any project plan by the parties to this MoU in future with financial commitment will take place in the form of separate Agreements.

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4. TERM & AMENDMENT

This MOU shall remain valid for a period of five (5) years from the date of execution of this MOU. The term of this MOU may be extended on terms and conditions mutually agreed between the Parties. This MOU shall be amended in writing with prior consent of the Parties and signed by the authorised signatories of the Parties, either during the current period of this MOU or at an extended period, as and when required.

5. CONFIDENTIALITY

Each of the Parties shall keep the information disclosed and/or provided by the other Party hereunder in relation to the this MOU ("Confidential Information") in strict confidence and shall not disclose it to any third party except its affiliated companies necessary for the Project, without the prior approval of the other Party. Each Party shall ensure its affiliated companies comply with the obligations equivalent to the confidentiality and non-disclosure obligations contemplated in this MOU in relation to such Confidential Information.

The Parties agree that this MOU and the disclosure of the Confidential Information do not grant or imply any license, interest or right to the Receiving Party in respect of any intellectual property rights or Confidential Information of the other Disclosing Party.



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6. TERMINATION

This MOU may be terminated by a Party without any cause or reason by giving three (3) months' prior notice in writing to the other Party to this MOU. In the event of termination of this MOU, the Parties shall maintain the confidentiality as per this MOU, the terms and conditions of Article 5 hereof shall survive even after termination of this MOU. Upon receipt of the termination notice, the Parties will take all necessary action to complete the outstanding commitments relating to the Project under this MOU.

In case of termination, each Party shall bear its own cost and expenses incurred in relation to the Project and shall not claim the same from the other Party.

7. RESPONSIBILITY & INDEMNITY

Each Party shall be solely responsible for their actions and/or omissions carried out by its own employees, agents, and representatives involved in the implementation of the objective of this MOU. Nothing herein shall be construed as creating joint or several liabilities amongst the Parties. The Parties are independent entity and neither is an agent, joint venture, nor legal partner of the other. The Parties agree to indemnify and save harmless each other in case of any claims, losses, damages, etc. attributable only its own brought into by any third party in relation to the Project.

8. ASSIGNMENT

Neither Party shall assign or transfer its rights and obligations under this MOU to any third party without the prior written consent of the other Party.

9. INTELLECTUAL PROPERTY RIGHTS (IPRs)

IPRs of each Party that it had developed or acquired independently of the Project shall be owned by such Party and any IPRs resulting from a joint development between the Parties in relation to the Project shall be discussed and agreed by the Parties separately. IPRs shall mean any inventions, patents, designs, ideas, trade secrets, know-how, copyrights, drawings, production processes, documentation, coding and any other intellectual or industrial property right,

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10. ENTIRETY

This MOU, including any attachments, embodies the entire and complete understanding between the Parties, and any amendment to this MOU will only be valid if in writing and signed by the Parties and the same will form part of this MOU.

This MOU is neither a fiscal nor funding obligation document. Any endeavour of transfer of anything of value involving reimbursement or contribution of funds between the Parties will be handled in accordance with applicable laws, regulations, and procedures and will be outlined pursuant to separate legally binding agreements that shall be made in writing by representatives of the Parties involved herein.

11. RELATIONSHIP WITH THE SEPERATE AGREEMENTS

The Parties agree and acknowledge that the detail terms and conditions of the Project shall be stipulated in the separate agreement(s) for the Project to be executed between the Parties with financial commitments or through their affiliated companies. In the event of any conflict between the provisions of this MOU and any of the separate agreement(s), the provisions of such separate agreement(s) shall prevail.

12. FORCE MAJEURE

Neither of the Parties shall be liable for any loss, damage, default, delay or lapse occurring due to performance of any provision hereof, when such delay or failure is caused by force majeure event beyond which shall mean any circumstances beyond the reasonable control of a Party including but not limited to riots, declared pandemics, lockdowns, strikes, war or any other acts of God.

13. ARBITRATION

Any disputes or differences that may arise between the parties herein arising out of and in the course of this Agreement in respect of terms and conditions of this Agreement, its interpretation, or operation or effect of this Agreement, the same shall be settled amicably by the parties. If the parties are unable to settle such dispute amicably, the same shall be referred to a Sole Arbitrator to be appointed with mutual consent under the provisions of the Arbitration and Conciliation Act,

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1996 or any amendments thereof. The venue of the arbitration shall be Anand and the courts at Anand alone shall have jurisdiction regarding any matter arising out of this Agreement. However, during the pendency of any dispute / differences on the above, unless otherwise specifically disagreed or decided otherwise by the parties, the Parties to this Agreement shall continue the joint activities not completed and shall continue until their completion under the terms of this Agreement. The language of the arbitral proceedings shall be English only.

SEAL OF THE PARTIES

IN THE WITNESS WHEREOF, the Parties have caused this MOU to be signed and executed manually in duplicate or electronically in two (2) counterparts, each of which shall be deemed an original and which together shall constitute one (1) instrument, by their duly authorized officers or representatives.

For National Dairy Development Board

For Anand Agricultural University

Name: (Meenesh Shah)
Designation: Managing Director,
NDDB

Name:

Dr. M. K. Thala

Designation:

Director of Research & Dean P.G. Studies Anand Agricultural University

Anand .

Niranjan karade.

Witness I - SNSWW

(S. M. Shah)
Assoc Dirof Ros. (April.)

Witness II - Alatu Mukeeh Patel

Witness II - CYHSHHKLA)
Nean Agri Barca

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(h) Agreement (not otherwise provided for)

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RICULTURAL UNIVERSITY ANAND

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MEMORANDUM OF UNDERSTANDING

ASSAM AGRICULTURAL UNIVERSITY, JORHAT

AND

ANAND AGRICULTURAL UNIVERSITY, ANAND

- 1. The Assam Agricultural University, Jorhat hereinafter referred to as "AAU-Jorhat" is a premier Agricultural University established in 1969 on the pattern of Land Grant Colleges of the USA. The University has a mission to impart education, research and extension activities effectively for enhancing production, productivity and profitability of agriculture and allied systems in a sustainable manner. It has set its mandate to serve as a centre of teaching and training in the field of Agriculture and Allied Sciences and to conduct basic, strategic, applied and anticipatory research in the field of Agriculture and Allied Sciences, to disseminate technology to farmers, extension personnel and organizations engaged in agricultural development through various extension programmes. The University as the first party is committed to develop the collaboration with public as well as private organizations within the country and abroad involved in developing the capacity building programmes, research activities, extension support systems and promotion of agri-business development.
- 2. The Anand Agricultural University, Anand hereinafter referred to as "AAU-Anand" is a Premier University, which came into existence under Gujarat Agricultural University Act-2004. The University is established specially with the regional mandate for strengthening of the triple function of education, research and extension education in agriculture and allied fields: The mandate of AAU-Anand is to impart education to the students in agriculture

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and allied fields, to conduct research in order to improve the productivity of rural areas, to undertake basic research to breakthrough newer areas of knowledge, to provide opportunities to observe and understand the life of rural people, to enable the students to inculcate the attitudes and develop skills relevant for grass-root work.

This MEMORANDUM OF UNDERSTANDING (MoU) is entered into on this 11th day of January, 2022.

BETWEEN

The Assam Agricultural University, (AAU-Jorhat) represented by its Vice Chancellor, having its office at Jorhat, Assam in India hereinafter referred to as the PARTY OF THE FIRST PART

AND

Anand Agricultural University (AAU-Anand) represented by its Vice Chancellor having its head quarter at Anand, Gujarat in India hereafter referred to as the PARTY OF THE SECOND PART

WITNESS that

WHEREAS, THE Party of the First Part is an education institution of national importance engaged in advancement of teaching, research and extension activities in various fields of agriculture and allied sciences.

WHEREAS, THE Party of the Second Part is an educational institution of national importance engaged in advancement of teaching, research and extension activities in various fields of agriculture and allied sciences.

WHEREAS, both party of the First Part and the party of the Second Part have come to an understanding to promote teaching, research, extension and e-governance.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS.

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1. STATEMENT OF PURPOSE INCLUDING OBJECTIVES

- a. To promote students' and faculty exchange
- b. To collaborate research and extension education
- c. To exchange software and expertise in the area of e-governance
 - d. To undertake joint staff development programmes

2. TERMS AND CONDITIONS

- 1. The MoU was valid for a period of five years at the first instance and after expiry of the first term it is now renewed from the date of its expiry i.e., 11-01-2022 for next five years with the consent of both the parties.
- This MoU shall be deemed to have been automatically rescinded after the expiry of the MoU period, unless renewed for any further period as per mutually agreed upon terms at a later stage.
- 3. Either of the parties hereto shall be entitled to terminate the MoU at any time with valid reasons acceptable in writing to both the parties and in such case, the MoU will terminate six months after the date of written notification or date of expiry of the MoU, whichever is earlier. In case of such premature termination of the MoU, all rights and obligations of both parties shall automatically cease expect for those covered by written contract including ongoing collaborative activity that can no longer be cancelled.
- 4. In case of any dispute that may crop-up during executing of MoU, the matter would be settled through arbitration by referring to Aribitration Committee comprising of a member nominated each by two parties and one member will be jointly nominated by two parties.
- 5. All credits and benefits for collaborative work including the intellectual property generated during the tenancy of project would be equally shared between both parties i.e. both parties shall be the joint owners of this IP.
- 6. The collaborative programme between two parties shall be coordinated by a Coordination Committee consisting of one member from each organization nominated by Registrar, AAU, Jorhat and Director of Research and Dean P. G. Studies, AAU, Anand.

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7. The decision regarding patenting of the technology developed shall be taken jointly by the Co-ordination Committee. In case the technology developed is to be patented, the cost of patent and benefits accrued shall be shared keeping in view of both the parties and ICAR guidelines. Rights pertaining to third party, if any, will be decided jointly by the first two parties. Rights for commercialization shall rest jointly with both the parties and shall be decided by Co-ordination Committee. In case of involvement of private sector, decision will be taken through joint consultation and keeping in view guidelines of both the parties and ICAR.

IN WITNESS WHEREOF, the authorized representatives of both parties have hereunto affixed their signatures on the dates indicated below.

For the

Assam Agricultural University, Jorhat, Assam

an

(Sri T. K. Gohain, ACS)
Registrar
A. A. U., Jorhat-13
AAU, Jorhat

Signed in the presence of

KIDONS

Signature:

Name: Dr. Ramen Ks. Sasma

Designation:

Joint Registrar (A)
Assam Agricultural University
Jornat-13

For the

Anand Agricultural University, Anand, Gujarat

(Dr. M. K. Jhala)

Director of Research & Dean PG Studies, AAU, Anand

Signed in the presence of

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(Dr. S. N. Shah)

Associate Director of Research (Agri.) AAU, Anand

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN

ANAND AGRICULTURAL UNIVERSITY, ANAND (GUJARAT) INDIA

THE GOVERNORS OF THE UNIVERSITY OF ALBERTA, CANADA
AS REPRESENTED BY THE FACULTY OF AGRICULTURAL, LIFE AND
ENVIRONMENTAL SCIENCES
FOR COOPERATION IN THE FIELD OF
AGRICULTURAL ÉDUCATION

The Anand Agricultural University ("AAU"), Anand (Gujarat) India and the Governors of University of Alberta ("UAlberta"), Canada;

Desirous of further developing and strengthening friendly relations between their countries;

Wishing to encourage technical cooperation between their institutions for the development of agricultural education;

Have reached the following understanding:

ARTICLE- I

The parties agree in accordance with their national legislations to encourage and develop technical cooperation between the two institutions in the agricultural sector.

The implementing agency on behalf of the Anand Agricultural University, Anand will be the Anand Agricultural University, Anand itself, and on behalf of the Governors of the University of Alberta the implementing faculty shall be the Faculty of Agricultural, Life and Environmental Sciences.

ARTICLE-II

The selected priority areas of collaboration include Agricultural Education, with exchange of students of Agriculture and related sciences.

ARTICLE-III

Objectives

The cooperation between AAU and UAlberta may be implemented through:

- a. Mobility of graduate and / or undergraduate students;
- b. Participation in seminars and academic meetings;

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- c. Exchange of academic materials and other information; and
- d. Special short-term academic programs.

ARTICLE-IV

Nature of the MoU and Work Plans

Except for the provision herein dealing with confidentiality, this MoU does not create any legally binding obligation on the parties. Specific terms of collaborative activities shall be agreed to by the two parties in a further legally binding agreement or agreements.

This MoU may be implemented through development of Work Plans to be developed jointly, which describe specifically the activities to be carried out under this cooperation programme and which set forth the intended contributions of each party. These Work Plans may originate from either party but would require the full approval of both the parties for implementation.

ARTICLE-Y

Notices

All notices to be given pursuant to this MoU shall be sent in writing to the following individuals:

For AAU
Dr. M. K. Jhala
Director of Research & Dean PG
Studies
Anand Agricultural University
Anand-388 110 (India)
Gujarat, India

Telephone:+91-2692-263600 Mobile: +91 9998009961 Fax: +91-2692-263600 E-mail: dr@aau.in For UAlberta
Dr. Vic Adamowicz
Vice- Dean
Faculty of Agricultural, Life &
Environmental Sciences
University of Alberta
2:06 Agriculture / Forestry Centre
Edmonton, Alberta T6G 2P5, Canada
Telephone: +1-780-248-5662
E-mail:
vic.adamowicz@ualberta.ca

ARTICLE-VI

Publication & Intellectual Property Rights

(a) To the extent that an activity or collaboration may result in the creation of intellectual property, the Parties (in some cases including students or faculty

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members) must, in advance, come to a written agreement on intellectual property ownership.

ARTICLE-VII

Confidentiality (Disclosure of information)

AAU and UAiberta agree that except for a Court Order requiring disclosure or as required by any applicable law, neither shall disclose to any third party, without the written consent of the other, any information marked "Confidential" which is made available to one party by the other in the performance of work and/or generated by the performance of work under this MoU, except information which at the date hereof was:

- (i) in the public domain or becomes part of the public domain through no act of the receiving party, or
- (ii) known to either prior to the date hereof.

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

ARTICLE-VIII

Amendments

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

ARTICLE-IX

Financial Arrangements

Each party shall bear its own costs and expenses arising from this MoU unless otherwise mutually arranged and agreed to.

ARTICLE-X

Validity/Termination

The MoU shall be effective from the date of its signing by both the Parties. It shall be valid for a period of five years or until terminated by mutual written agreement



Page 3 of 4



or pursuant to this article. Either party may terminate this MöU on one (1) Month's written notice to other party.

In WITNESS WHEREOF the two Parties hereunto have signed this MoU to be executed on the dates indicated below.

Signed for and on behalf of ANAND AGRICULTURAL UNIVERSITY, ANAND, INDIA by its duly authorized officer on the 15 day of Toly 2022.

Dr. M. K. Jhala

Director of Research & Dean PG Studies Anand Agricultural University

Anand-388 110 (India)

www.aau.in

WITNESSES

Dr. Y. M. Shukla

Principal & Dean, Faculty of Agriculture

Anand Agricultural University

Anand-388 110 (India)

Dr. G. R. Par

Registrar

Anand Agricultural University

Anand-388 110 (Adia)

Signed for and on behalf of THE GOVERNORS OF THE UNIVERSITY OF ALBERTA by its duly authorized officer on the 30 day of Nov 2022.

Pr. Steven Dee Dr. Verna Yiu Provost and Vice-President

(Academic)

Dr. Stanford Blade

Dean

Faculty of Agricultural, Life &

Environmental Sciences

