

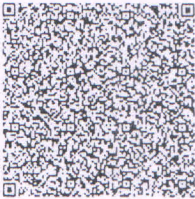
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Description of Document : Article 5 Agreement or Memorandum of Agreement
Property Description : AGREEMENT MEMORANDUM OF UNDERSTANDING
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First Party : ICAR IIHR BENGALURU
Second Party : PAJANCOA AND RI KARAIKAL
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Stamp Duty Amount(Rs.) : 100
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Memorandum of Understanding
between

ICAR - Indian Institute of Horticultural Research (IIHR), Bengaluru

and

Pandit Jawaharlal Nehru College of Agriculture & Research Institute,
Karaikal, UT of Puducherry

0035470023


17/08/23




10/08/23

for facilitating

Students' Training/Postgraduate Research

This Memorandum of Understanding (hereinafter referred to as MoU) is made on this 17th day of the month of August in the year 2023 by and between the **ICAR-Indian Institute of Horticultural Research** (hereinafter referred to as **ICAR-IIHR, First Party**) having its Head Office at **Bengaluru** [hereinafter called First party], a constituent Research Institution of the Indian Council of Agricultural Research, Krishi Bhavan, New Delhi-110 001 on the ONE PART and the **Pandit Jawaharlal Nehru College of Agriculture & Research Institute, Karaikal, UT of Puducherry** (hereinafter referred to as **PAJANCOA, Second Party**) India having its headquarters at **Karaikal, Pondicherry** [hereinafter called Second party] on the

OTHER PART (who for the purpose of this MoU are hereinafter collectively referred to as the parties).

The parties, having discussed fields of common research interests and allied activities between the two institutions, have decided to enter into long-term collaboration for promotion of students' training and quality postgraduate research in cutting edge areas in accordance with the provisions contained in the Guidelines issued vide Letter No. 2-8/2012-HRD dated 11th December, 2012 or as revised from time to time.

Whereas, ICAR-Indian Institute of Horticultural Research (ICAR-IIHR), a premier research institution of the country, possessing a team of highly competent and motivated scientists engaged in carrying out basic, strategic and applied research to develop cutting edge technologies on various aspects of Horticultural crops and teaching in Horticulture. The mandates of ICAR-IIHR are to undertake basic and applied research for developing strategies to enhance productivity and utilization of tropical and sub-tropical horticulture crops viz., fruits, vegetables, ornamentals, medicinal and aromatic plants and mushrooms, to serve as a repository of scientific information relevant to horticulture, to act as a centre for training for up gradation of scientific manpower in modern technologies for horticulture production and to collaborate with national and international agencies in achieving the above objectives ICAR-IIHR is also recognized as the Bengaluru Hub of ICAR-IARI Mega University for imparting education in various disciplines of Horticulture and allied subjects.

AND WHEREAS the "PAJANCOA & RI, is the Agricultural College and Research Institute established in 2nd October, 1987 by the Government of Puducherry with the prime objectives of imparting agricultural education and meeting agricultural and horticultural research and extension needs of the Union Territory. This institute is offering B.Sc (Hons.) Agriculture, B.Sc (Hons.) Horticulture and PG degree programme in 6 subjects including horticulture. This institute is affiliated to the Pondicherry University, Puducherry for meeting academic standards. This institute is accredited by ICAR (NAEAB).

AND WHEREAS it has been considered expedient to agree in writing to participate jointly in the projects requiring expertise and logistics from both the parties.

Article 1. Scope

- 1.1 The second party will recognize the first party as an Institute for conducting research related to the thesis requirement of the research students for **P.G and Ph.D. programme**. The second party will recognize Scientists of the **ICAR-IIHR, Bengaluru** as Recommended by its Director in accordance with the University rules and regulations for guiding students working for the said degree.
- 1.2 Operational details of research effort and collaboration will be made in mutually agreed research programmes and/or projects restricted to specific mandated domain within the approved disciplines/divisions. The objective(s) for research work for a student coming from a Second party outside NARS should be exclusively different as far as possible.

(Signature of First Party) 17/08/2022

Director

मा.क.अन.प. - कार्यालय

(Signature of Second Party) 17/8

Pandit Jawaharlal Nehru College of Agriculture & Research Institute,

1.3 Research instrumentation facility and library facilities available with the First party and the Second party will be made available to the faculty and research scholars as per terms and conditions of both parties. However, the costs of specific consumables will be borne by the respective organizations.

1.4 There shall be an exchange of students for academic, research and training purposes. Accommodation in the Hostel shall be arranged with prior intimation wherever possible, as per extant rates. The duration of exchange visits will be determined by mutual consent between both the parties.

Article 2. Management

2.1 Director of the First party and the Vice-Chancellor of the Second party will be responsible to work out operational details of co-operation between the two organizations and ensure proper and effective implementation of this MoU.

2.2 The Advisory Committee will meet at least once in a year alternatively in the institutions of the First party and the Second party to review the activities. This meeting shall include presentation on the academic and research activities, which should be open to the students, faculty and scientists.

Article 3. Exchange of Information

3.1 The term "information" includes scientific or technical data, results and/or methods of investigation, and other information intended to be provided, exchanged, or arising under project descriptions entered into pursuant to this MoU.

3.2 The parties support the widest possible dissemination of information. Each party in joint projects shall be given the right to use, disclose, publish or disseminate such information for any and all purposes with the consent of the other as per existing terms and conditions.

Article 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, caste or religion.

4.2 Both the Institutions shall abide by these principles in the administration of this agreement and neither party shall impose criteria for exchange of scholars or students, which violate principles of non-discrimination.

4.3 Both parties understand that all financial agreements will have to be negotiated separately and will depend on the availability of funds. Both parties acknowledge that exchange of students from one party to the other shall be subject to the availability of funds and shall comply with the regulations and policies of the First party and the Second party.


4.4 Any research publications arising will be jointly published in accordance with the provisions laid out in Item 3.2.1C of the Guidelines for the students to conduct research for their degree programme as trainees at ICAR institutions

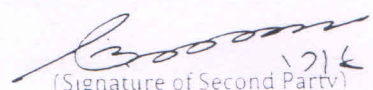
4.5 A copy of the thesis/dissertation will be submitted to the First Party after the award of the degree by the Second party.

4.6 All questions related to this MoU arising during its term will be settled by the parties by mutual agreement. Disagreements at the operating 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.

4.7 All questions not foreseen related to this MoU will be handled by the parties by mutual agreement.

4.8 Nothing in this MoU is intended to affect other cooperation or collaborations between the parties.


(Signature of First Party)


(Signature of Second Party)
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Article 5. Intellectual Property Rights

- 5.1 The Second party will be expected to ensure protection of the Intellectual Property Rights generated or likely to be generated during the student's research work. The ICAR as the first applicant (for its institute) and the Second party shall be the joint applicants for IPRs and the students and involved scientific staff shall 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.

Article 6. Admission and Fees

- 6.1 All those who wish to register as trainees or for Master/Doctoral programme 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 3.2.1A and 3.2.2A of the Guidelines for the students to conduct research for their degree programmes as trainees at ICAR institutions as notified *vide* Letter No. 2-8/2012-HRD dated 25th April 2014 or revised Guidelines, if any, as may be issued from time to time, for the students from within NARS and outside NARS, respectively.
- 6.2 Admission of the students and the award of degrees for different programmes 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 Director of the First party and 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 based on their academic period.
- 6.5 The 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' time to guide thesis research at the First party institution.
- 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 party or indulge 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 they 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 programmes as trainees at ICAR institutions *vide* Letter No. 2-8/2012-HRD dated 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 AU/DU within NARS. However, a student registered with a Second party, outside NARS will be charged as per existing fee structure stipulated by ICAR for training & research and as may be issued from time to time by first party.

Article 7. Entry into effect, 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 extendable up to five years. Both parties shall review the status of the MoU at the end of each three/five year period to determine any modification, whenever necessary. The period of validity of this MoU may be extended by mutual consent up to five years. This MoU may be amended by mutual written agreement and may be terminated at any time by either 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 terms of this MoU.

(Signature of First Party)

निदेशक / Director

डा. कृ. अनु. प - भारतीय बागवानी अनुसंधान संस्थान
ICAR

(Signature of Second Party)

DEAN

Dean, Jawahar Balli, Gurgaon

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 specifically stating the same to be amendment of the MoU. The modifications/changes shall become part of the MoU and shall be effective from the date on which they are made/executed, unless otherwise agreed to.

This MoU has been executed in two originals, one of which has been retained by the Firstparty and the other by the Second party).

IN WITNESS WHEREOF, the parties have executed this MoU and represent that they approve,accept and agree to terms contained herein.

Director
ICAR - Indian Institute of Horticultural Research
Institute, Hesaraghatta Lake Post, Bengaluru-560 089

Dean
Pandit Jawaharlal Nehru College of Agriculture & Research, Karaikal, UT of Puducherry

[Signature]
17/08/2023
Dr. S.K. Singh

[Signature]
17/8
Dr.A.Pouchepparadjou

Tel No. 080-28466471/353
Date : 17th August 2023
Email : director.ihr@icar.gov.in

Tel No. 04368- 261372/260488
Date : 17th August 2023
Email : pajancoari.kkl@nic.in

निदेशक / Director
Signature with Seal
मा. कृ. अनु प - भारतीय बागवानी अनुसंधान संस्थान
ICAR-Indian Institute of Horticultural Research
हेसरघट्टा लेक पोस्ट, बंगलूरु - 560089
Hesaraghatta Lake Post, Bengaluru - 560089

DEAN
Signature with Seal
Pandit Jawaharlal Nehru College of Agriculture & Research Institute,
Karaikal - 609 603.
U.T. of Pondicherry

Witness 1
[Signature]
(Dr. A. SENTHILKUMAR)

Witness 1
[Signature]
Dr. V. KANTHASAMI

Witness 2
[Signature]
(Dr. V. SANKAR)

Witness 2
[Signature]